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FERRIS & NEUMAN LLP
ATTORNEYS AT LAW
2733 WEST DUBLIN-GRANVILLE ROAD
COLUMBUS, OHIO 43235

SARA KYLE, COMMISSIONER
TN REGULATORY AUTHORITY

Telephone (614) 889-4777
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Writer's E-Mail:
bbferris@carrierlaw.com

Boyd B. Ferris
David A. Ferris
Todd H. Neuman

August 7, 2003

Ms. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37253-0505

DOCKET NO.

03-00469

RE: In the Matter of the Application of Citynet Tennessee, LLC ID 128852
For a Certificate of Public Convenience and Necessity to Provide
Facilities-Based and Resold Local Exchange and Exchange Access
Telecommunications Services Throughout the State of Tennessee

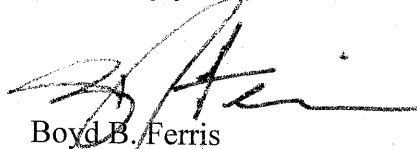
Dear Ms. Kyle:

I am enclosing herewith the original and fourteen (14) copies of the application of Citynet Tennessee, LLC for authority to conduct operations in Tennessee. Please return one (1) date-stamped copy to me in the enclosed, self-addressed, stamped envelope.

A copy of a proposed tariff is attached as Exhibit L.

I believe we have enclosed all documents required for the application, along with a surety bond for the State of Tennessee. Please let us know if any further information is required. Thanks very much for the help.

Very truly yours,



Boyd B. Ferris

BBF/baf
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION)
OF CITYNET TENNESSEE, LLC FOR A)
CERTIFICATE TO PROVIDE COMPETING)
LOCAL TELECOMMUNICATION SERVICES)

Case No. 03-00469

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Citynet Tennessee, LLC ("Citynet") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to Citynet authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Citynet is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, Citynet submits the following:

1. The full name and address of the Applicant is:

Citynet Tennessee, LLC
343 North Front Street, Suite 400
Columbus, OH 43215
Telephone: (800)903-8906

Questions regarding this application should be directed to:

Duane Bennett, Chief Operating Officer
343 North Front Street, Suite 400
Columbus, OH 43215
Telephone: (614)827-7011

Boyd B. Ferris, Attorney
FERRIS & NEUMAN LLP
2733 W. Dublin-Granville Road
Columbus, OH 43235-2798
Telephone: (614)889-4777
Facsimile: (614)889-6515

Contact name and address at the Company is:

Duane Bennett, Chief Operating Officer
343 North Front Street, Suite 400
Columbus, OH 43215
Telephone: (614)827-7011

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See **Exhibit A.**

3. Corporate information:

Citynet Tennessee, LLC was incorporated in the State of Delaware on February 10, 2003. A copy of Citynet's Articles of Incorporation and amendments are provided in **Exhibit B.** A copy of Citynet's Authority to transact business in the State of Tennessee is provided in **Exhibit C.** The names and addresses of the principal corporate officers are in **Exhibit D.** There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit E.**

4. Citynet possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

- A. Financial Qualifications: Applicant is a new entity that has not previously conducted operations, but has sufficient capital available to support its entry into the business as proposed in this application. A pro forma financial statement is attached as **Exhibit F.** A Corporate Surety Bond is provided as **Exhibit G.**
- B. Managerial Ability and Technical Qualifications: As reflected in **Exhibit E,** the principal operating officers of Applicant have a wealth of experience in the telecommunications industry. Switching equipment will be deployed in Tennessee including Fujitsu FLM-2400 and FLM-150 add/drop multiplexors. Additionally, Applicant also has metrofiber routes in the cities of Kingsport and Johnson City. Applicant has been authorized to conduct operations in Ohio and has an application

pending in West Virginia. Additional applications are contemplated in the near future.

5. Proposed Service Area:

Citynet will be operating only in the State of Tennessee. It does, however, have affiliated companies that have been authorized to conduct operations in Ohio, and have applications pending or planned in West Virginia, Indiana, Kentucky and Arizona. Applicant proposes to offer its service in Tennessee throughout the state, in areas which are designated open to competition. Applicant intends to offer a broad range of telecommunications services through the use of its own facilities, resold facilities and through a combination of methods.

6. Types of Local Exchange Service to be provided:

Applicant will offer a broad range of local exchange services to business customers in the tri-cities area initially. These services will mirror the services offered by the incumbent LECs. Initially, the services offered will be local dial tone lines, primary rate trunking and DID service for PBXs, optional calling features, E-911, directory assistance, operator services and toll services.

7. Repair and Maintenance:

Applicant will have a toll-free number for its customers to call a national Citynet repair center in Bridgeport, West Virginia. The repair center number will appear on the customer bill as well as in the Sprint local directory. Customers may also contact the company at the headquarters address and via e-mail at the company website. Citynet will have a national network operations center in Bridgeport, West Virginia, which will monitor the national network and will automatically report equipment outages to center employees. There will also be local technicians in the tri-city area to maintain the switching equipment, transmission equipment, and outside plant facilities. When a problem is reported via a customer report or detected automatically by the network management equipment, management center personnel will first try to fix the problem remotely. If remote repair cannot be accomplished, Citynet employees at the operations center will dispatch local technicians in the tri-city area to fix the problem. Additional technical personnel will be employed as operations expand.

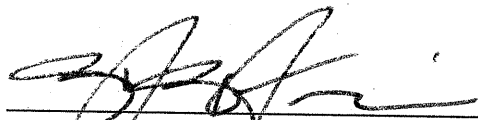
8. Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-212): Exhibit H.

9. Toll Dialing Parity Plan: **Exhibit I.**
10. The undersigned hereby certifies that notice of this Application has been served upon the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit J** for the list.
11. Numbering Issues:
- Applicant believes a significant number of its customers will be porting their existing numbers, and anticipates an initial block of 10,000 numbers per rate center served will be sufficient for the first year. Initially, that means Applicant will be requesting one NPA-NXX number block each for the Kingsport and Johnson City rate centers. Applicant anticipates turning up service during the Fourth Quarter, 2003 in the 423 NPA (956 LATA). Numbers will be sequentially assigned within the assigned number blocks, and Applicant will only request 1000's groups of numbers in rate centers where previous number growth does not warrant ordering an entire NPA-NXX. When ordering new NXX's for growth, Applicant will use a 75% fill factor.
12. Tennessee Specific Operational Issues:
- As indicated in the application, Citynet anticipates using Lucent 5E equipment. Transmission equipment to be deployed in the ILEC collocate space will be Fujitsu FLM-2400 and FLM-150 ad/drop multiplexors. The Lucent 5E switching technology to be deployed will provide CDR records with called number, calling number, and duration for each call. These records will be processed by the Citynet billing system, which will look at the originating and terminating NPA-NXX. If the originating and terminating NPA-NXX are from rate centers within the same county, the call will be rated as a local call.
13. Miscellaneous:
- A. Sworn pre-filed testimony: **Exhibit K.**
 - B. Applicant does not require customer deposits.
 - C. As of now, Citynet has not been subject to complaints in any of the states in which it is doing business.
 - D. A copy of Citynet's tariff is attached and incorporated herewith.

CONCLUSION:

Citynet Tennessee, LLC respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service area of any ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, Citynet's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 2ⁿ day of August, 2003.



Boyd B. Ferris, Counsel for Citynet Tennessee, LLC
FERRIS & NEUMAN LLP
2733 W. Dublin-Granville Road
Columbus, OH 43235-2798
Telephone: (614)889-4777

Exhibit A

CORPORATE STRUCTURE

Applicant is a limited liability company. It is not a subsidiary of any other company, nor does it have any subsidiaries at this time. It does have common ownership with several other operating entities conducting similar operations in other states; none of which are seeking authority to conduct operations in Tennessee.

Exhibit B

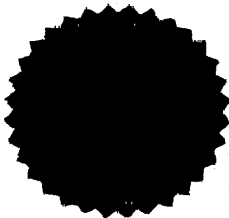
ARTICLES OF INCORPORATION

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CITYNET TENNESSEE, LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF FEBRUARY, A.D. 2003, AT 2:05 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3623902 8100

030086618

AUTHENTICATION: 2252047

DATE: 02-11-03

Received Time May. 6. 2:41PM

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:05 PM 02/10/2003
030006618 - 3623902

**CERTIFICATE OF FORMATION
OF
CITYNET TENNESSEE, LLC**

The undersigned authorized person hereby forms a limited liability company under the Delaware Limited Liability Company Act and adopts as the Certificate of Formation of such limited liability company the following:

1. The name of the Company:

CITYNET TENNESSEE, LLC

2. The name and address of the registered agent and office of the Company in Delaware: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation on this 10th day of February, 2003.

ORGANIZER:


Cynthia L. Woolheater

(0069418.1)

Received Time May. 6. 2:41PM

Exhibit C

AUTHORITY TO CONDUCT BUSINESS IN TENNESSEE

**Secretary of State
Division of Business Services**

**312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243**

ISSUANCE DATE: 05/09/2003
REQUEST NUMBER: 03129514
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 02/18/2003
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0441869
JURISDICTION: DELAWARE

TO:
FERRIS & FERRIS LLP
%BOYD FERRIS
2733 W DUBLIN-GRANVI
COLUMBUS, OH 43235

REQUESTED BY:
FERRIS & FERRIS LLP
%BOYD FERRIS
2733 W DUBLIN-GRANVI
COLUMBUS, OH 43235

CERTIFICATE OF AUTHORIZATION

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"CITYNET TENNESSEE, LLC",

A LIMITED LIABILITY COMPANY FORMED IN THE JURISDICTION SET FORTH ABOVE IS
AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE
AUTHORIZATION OF THE LIMITED LIABILITY COMPANY HAVE BEEN PAID;
THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE

ON DATE: 05/09/03

FROM:
FERRIS & FERRIS
2733 W DUBLIN
GRANVILLE RD
COLUMBUS, OH 43235-2798

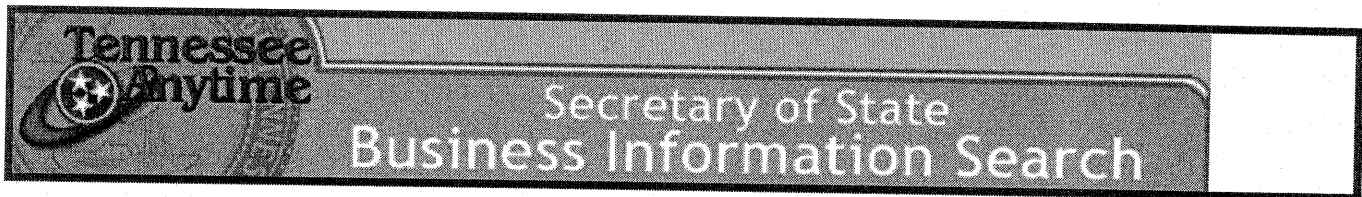
RECEIVED:	FEES	
	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00003284422
ACCOUNT NUMBER: 00333321



Riley C Darnell

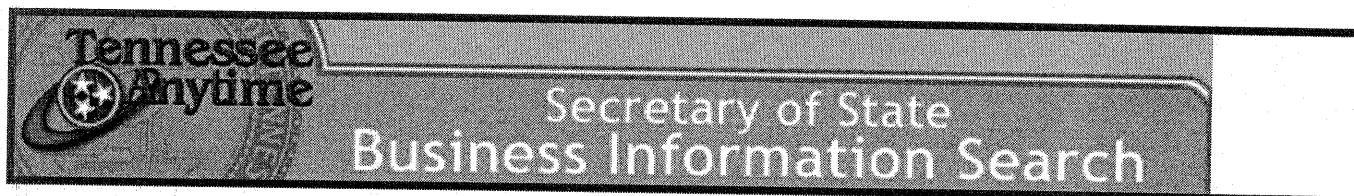
RILEY C. DARNELL
SECRETARY OF STATE

[Secretary of State Web Site](#)[Instructions](#)

Business Name	I.D. Number	Status	
CITYNET TENNESSEE, LLC	0441869	ACTIVE	
Document Reference	Date	Filing Type	Filing Action
4730-1283	02/18/2003	CERTIFICATE OF AUTHORITY	

This information is current as of three working days prior to today's date (except for some annual reports filed during the first four months of the calendar year).

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[Secretary of State Web Site](#)[Instructions](#)

Name
CITYNET TENNESSEE, LLC

I.D. Number
0441869

Business Type*:	LIMITED LIABILITY COMPANY
Profit/Nonprofit:	FOR PROFIT
Status*:	ACTIVE
Date of Formation/Qualification:	02/18/2003
Domestic/Foreign:	FOREIGN
Place of Incorporation/Organization:	DE
Duration:	PERPETUAL
FYC(Fiscal Year Closing) Month:	DECEMBER

Principal Office:

Address Line 1: 113 PLATINUM DRIVE
Address Line 2:
City: BRIDGEPORT
State: WV
Zip: 26330
Other than USA:

Registered Agent:

Name: CORPORATION SERVICECOMPANY
Address Line 1: 2908 POSTON AVENUE
Address Line 2:
City: NASHVILLE
State: TN
Zip: 37203

Business Filing History

* Important Note: Business filing History includes information about (1) the basis for an inactive status and (2) the current true name and filing status of a business with an assumed name or a changed status.

Note: This information is current as of three working days prior to today's date.

[Search Again](#)

Exhibit D

NAMES AND ADDRESSES OF PRINCIPAL CORPORATE OFFICERS

James R.J. Martin II, CEO and President	-	343 North Front Street, Suite 400 Columbus, OH 43215
Duane Bennett, Chief Operating Officer	-	343 North Front Street, Suite 400 Columbus, OH 43215
Michael Hoban, Vice President Networking	-	343 North Front Street, Suite 400 Columbus, OH 43215
John Carey, Vice President Sales	-	343 North Front Street, Suite 400 Columbus, OH 43215

Exhibit E

BIOGRAPHIES OF PRINCIPAL OFFICERS AND/OR KEY TECHNICAL STAFF

Management Team and Key Personnel

James Martin, *President and CEO*

James Martin founded MarCom, one of CityNet's predecessors, in 1994 and quickly built it into one of West Virginia's largest web development companies. He continued as CEO when the company was absorbed by the state's largest Internet Service Provider and consolidated under the CityNet name. Martin earned a BS degree from West Virginia University in computer programming and started his first technology company while still in college. Shortly after the introduction of the World Wide Web, he purchased the rights to key Internet domain names including westvirginia.com and wvonline.com, and subsequently established MarCom as the state's leading web developer. He developed the state's first electronic commerce applications and forged a strong and lasting alliance with the West Virginia government and tourism industry, a core business constituency, which was among the first to adopt the Internet as an engine of economic growth.

Duane C. Bennett, *Chief Operating Officer*

Duane Bennett serves as the Chief Operating Officer for the CityNet CLEC operation. He has over 33 years of experience in the telecommunications industry. During that time he has worked in both the private and public sector. His private sector work includes such companies such as Western Electric, Bell Labs, GTE, IT&T and Qwest (LCI). Public sector administrative experience includes The Ohio State University and Florida State University, where he also taught Telecommunications classes in the College of Communication. His experience in the CLEC industry includes positions such as Vice President of Engineering for CoreComm, as well as General Manager of the Columbus, Ohio operation of Adelphia Business Solutions. He has held numerous positions in state telecommunications and industrial organizations. He holds degrees from Ohio University and Florida State University.

John S. Carey, *Vice President-Sales*

John Carey has over 23 years in the telecommunications industry. As a strategic and hands-on executive, Carey is an expert in building and revitalizing organizational infrastructure, operational processes, and sales/marketing strategies to optimize business performance. Prior to joining CityNet, Carey was General Manager at Adelphia Business Solutions. He led a multifunctional team responsible for the design, engineering, construction, hiring, and start-up of Adelphia's operations in the Greater Cincinnati market. Carey also had the additional responsibilities as the executive interface for Adelphia Business Solutions and Adelphia Communications to The Cleveland Clinic. John previously was Sales Vice President for Cincinnati Bell Telephone, where he coached a team of 65 Sales and Sales Support Professionals that provided total, integrated communications solutions to clients of Cincinnati Bell Telephone. He earned his Bachelors of Arts degree in Communications-Marketing from Xavier University in 1979. He has participated in numerous professional development programs including logistics management from Michigan State University, information movement and management from M.I.T. and The Duke University Advanced Management Program.

Michael R. Hoban, *Vice President Networking*

Michael Hoban serves as CityNet's Vice President of Networking. A recognized expert in international telecommunications for over 20 years, he has held a wide variety of positions in telecommunications and has worked extensively in over 100 countries around the world. He has dealt on a daily basis with a great many local & international telecommunication companies, government regulatory entities and PTT's. Prior to joining CityNet, he was Vice President of Engineering for Dynegy Europe Communications, with overall responsibility for network and technology development for their recently completed 14,000-kilometer pan-European and metropolitan fiber optic network. Earlier, he was the Director of Alternate Access for IDT, working from both its global headquarters in New Jersey and its European headquarters office in London. Prior to that, he served as In-Country Director of Engineering for Eastern Europe and Central Asia for Metromedia. His responsibilities included the construction and maintenance of all of Metromedia's communications joint ventures in Eastern Europe and Central Asia, including GSM, cable television, computer networks, international satellite telephony and data networks, wireless local loops and paging operations. He was earlier a co-founder and Vice President of Engineering for DTV, the direct broadcast television venture focused on the emerging markets of Eastern Europe.

Andrew T. Robinson, *Director of Metropolitan Networks*

Andrew is a seasoned professional with broad based experience in Telecomm/CATV Design & Management gained over 25 years in the UK, Europe and New Zealand. Andrew was with Dynegy Communications as Director, Engineering Hardware Development where he developed the network ATM/IP hardware to carry broadband services. Andrew also worked with Dynegy in his previous role as a Senior Consultant with

Equador Consulting, based in London. While with Equador, he was retained as a consultant and the Technical Design Authority for a Central European Data company, a start up Telco deploying a voice over ATM/IP Network. Andrew was also used to develop Implementation and Operation plans for Telco / Data services. Andrew also delivered Architectures and Deployment Plans. As part of the Equador team, he modified several Business Plans. Andrew has been part of several Due Diligence teams. Andrew's previous role was with Telecom New Zealand as the Platform and Service Capability Manager within the Network Strategy and Architecture Team. There he was responsible for existing platforms and the development of future preferred platforms (this covered Mobile, PSTN, ATM/ADSL, existing Data & IP, IN services and Paging). Before moving Down Under, Andrew was a Senior Strategic Planner for the Cable Corporation, UK with responsibility for Trunk Fiber and Local Fiber Design. Prior to this, Andrew had left the role of Capacity Planning Manager, City of London, with British Telecom where he'd been employed in a variety of planning posts including a brief stint overseas in Kenya

Exhibit F

FINANCIAL QUALIFICATIONS

Citynet Holding, LLC
Forecasted Balance Sheets
January 31, 2003 through December 31, 2003,
December 31, 2004 and December 31, 2005

ASSETS	January 2003	February 2003	March 2003	April 2003	May 2003	June 2003	July 2003	August 2003	September 2003	October 2003	November 2003	December 2003	December 2004	December 2005
CURRENT ASSETS														
Cash	\$ 154,725	\$ 515,363	\$ 303,658	\$ 33,846	\$ 2,150	\$ 9,431	\$ 45,160	\$ 36,056	\$ 95,790	\$ 28,939	\$ 51,116	\$ 480,921	\$ 501,190	\$ 8,587,944
Trade accounts receivable	-	-	-	18,600	85,800	245,600	404,400	615,700	800,500	1,102,800	1,362,100	1,730,400	4,223,606	9,802,982
Construction deposits	89,480	89,480	89,480	89,480	89,480	89,480	89,480	-	-	-	-	-	-	-
Total current assets	244,205	604,843	393,138	141,926	177,430	344,511	539,040	651,756	896,290	1,137,739	1,433,216	2,211,221	4,724,797	18,390,926
PROPERTY AND EQUIPMENT, at cost														
Fiber network	6,194,822	18,194,822	18,194,822	18,194,822	18,194,822	18,194,822	18,194,822	18,284,302	18,284,302	18,284,302	18,284,302	18,284,302	18,284,302	18,284,302
Buildings	358,921	358,921	358,921	358,921	418,921	478,921	538,921	598,921	658,921	718,921	778,921	838,921	1,558,921	2,278,921
Leased improvements	435,000	435,000	435,000	435,000	435,000	435,000	435,000	435,000	-	-	-	-	-	-
Vehicles	9,510	9,510	9,510	9,510	9,510	9,510	9,510	9,510	-	-	-	-	-	-
Office furniture and equipment	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539	28,539
Less accumulated depreciation	7,040,992	19,040,992	19,040,992	19,040,992	19,100,992	19,160,992	19,220,992	19,370,472	18,985,962	19,045,962	19,105,962	19,165,962	19,885,962	20,605,962
	249,472	371,485	493,488	615,511	737,524	859,537	981,550	1,103,563	1,225,576	1,347,589	1,469,602	1,591,615	3,607,416	5,470,935
	6,791,520	18,669,507	18,547,494	18,425,481	18,363,466	18,301,455	18,239,442	18,266,909	17,760,386	17,699,373	17,638,360	17,574,347	16,276,546	15,135,027
OTHER ASSETS														
Other accounts receivable	195,000	195,000	195,000	-	-	-	-	-	-	-	-	-	-	-
Other assets	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637
Deposit - Adelphia	752,404	-	-	-	-	-	-	-	-	-	-	-	-	-
	3,220,041	2,467,637	2,467,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637
	\$ 10,255,766	\$ 21,741,997	\$ 21,408,269	\$ 20,840,044	\$ 20,819,635	\$ 20,918,603	\$ 21,051,119	\$ 21,191,302	\$ 20,929,313	\$ 21,108,749	\$ 21,342,213	\$ 22,058,205	\$ 23,275,980	\$ 35,798,590

Citynet Holding, LLC
Forecasted Balance Sheets
January 31, 2003 through December 31, 2003,
December 31, 2004 and December 31, 2005

LIABILITIES AND MEMBERS' EQUITY (DEFICIT)

	January 2003	February 2003	March 2003	April 2003	May 2003	June 2003	July 2003	August 2003	September 2003	October 2003	November 2003	December 2003	December 2004	December 2005
CURRENT LIABILITIES														
Bank line of credit borrowings	\$ 250,000	\$ -	\$ -	\$ 200,000	\$ 950,000	\$ 1,760,000	\$ 2,700,000	\$ 3,700,000	\$ 4,300,000	\$ 5,300,000	\$ 5,800,000	\$ 5,900,000	\$ 5,900,000	\$ -
Current portion of long-term notes payable	-	12,041,425	12,075,932	1,550,795	1,556,549	1,566,342	1,574,173	1,582,044	1,589,954	1,597,904	1,605,884	1,613,924	1,713,467	1,819,151
Short-term note payable	162,163	221,830	506,780	507,162	528,124	643,976	650,328	712,600	720,672	730,244	738,316	747,888	802,209	1,186,109
Trade accounts payable	-	-	-	-	-	4,000	11,000	52,500	91,000	91,000	91,000	91,000	232,780	239,763
Accrued agency fees	3,407,526	3,424,563	3,441,686	-	-	-	-	-	-	-	-	-	-	-
Account payable Citynet, LLC	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Account payable H-3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total current liabilities	3,819,689	15,693,818	16,025,398	2,257,947	3,036,673	3,974,316	4,935,501	6,047,144	6,701,626	7,719,148	8,235,210	8,352,812	8,648,456	3,245,023
Long-term portion of notes payable														
Construction accounts payable	-	-	-	18,824,113	18,690,642	18,556,503	18,421,694	18,286,210	18,150,049	18,013,207	17,875,681	17,737,467	16,024,000	14,204,849
Note payable Jim Hyland	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637	2,272,637
	2,272,637	2,272,637	2,272,637	21,096,750	20,963,279	20,829,140	20,694,331	20,558,847	20,422,686	20,285,844	20,149,318	20,010,104	19,296,637	16,477,486
MEMBERS' EQUITY (DEFICIT)														
	4,163,440	3,775,532	3,110,234	(2,514,653)	(3,186,417)	(3,884,855)	(4,578,713)	(5,414,689)	(6,194,959)	(6,896,243)	(7,041,315)	(6,304,711)	(3,669,113)	16,076,081
	\$ 10,255,766	\$ 21,741,987	\$ 21,408,269	\$ 20,840,044	\$ 20,813,535	\$ 20,918,603	\$ 21,051,119	\$ 21,191,302	\$ 20,529,313	\$ 21,105,749	\$ 21,342,213	\$ 22,058,205	\$ 23,275,980	\$ 35,798,590

Citynet Holding, LLC
Forecasted Statements of Income
For the Twelve Months and Three Years Ending
December 31, 2003, 2004 and 2005

	January 2003	February 2003	March 2003	April 2003	May 2003	June 2003	July 2003	August 2003	September 2003	October 2003	November 2003	December 2003	Year Ending December 31, 2003	Year Ending December 31, 2004	Year Ending December 31, 2005
Operating revenue	\$ 263,778	\$ 329,445	\$ 608,395	\$ 18,600	\$ 67,200	\$ 159,800	\$ 177,400	\$ 278,500	\$ 344,600	\$ 485,700	\$ 551,800	\$ 692,900	\$ 2,776,500	\$ 16,884,425	\$ 38,211,929
Operating expenses	(263,778)	(329,445)	(608,395)	(611,367)	(632,339)	(748,191)	(787,143)	(995,997)	(1,004,069)	(1,061,744)	(1,069,816)	(1,076,388)	(9,161,672)	(14,391,648)	(19,699,098)
Income (loss) from operations				(592,767)	(565,139)	(588,391)	(579,743)	(717,497)	(659,469)	(576,044)	(518,016)	(386,488)	(6,385,172)	(2,507,223)	(19,512,331)
Other income (expense)															
Interest income	(18,203)	(59,453)	(56,904)	(120,623)	(106,625)	(110,046)	(114,114)	(118,479)	(120,841)	(125,200)	(127,056)	(126,908)	(1,203,461)	(1,117,180)	(1,017,937)
Gain from the sale of property and equipment	(18,203)	(59,453)	(56,904)	(120,623)	(106,625)	(110,046)	(114,114)	(118,479)	(120,841)	(125,200)	(127,056)	(126,908)	(1,203,461)	(1,117,180)	(1,017,937)
Interest expense	(18,203)	(59,453)	(56,904)	(120,623)	(106,625)	(110,046)	(114,114)	(118,479)	(120,841)	(125,200)	(127,056)	(126,908)	(1,203,461)	(1,117,180)	(1,017,937)
Net income (loss)	\$ (281,981)	\$ (387,908)	\$ (665,299)	\$ (713,390)	\$ (671,764)	\$ (698,437)	\$ (693,857)	\$ (835,976)	\$ (780,310)	\$ (701,244)	\$ (145,072)	\$ 736,604	\$ (5,838,633)	\$ 2,635,597	\$ 19,745,194

	Cash	Beginning	Ending
1. Cash	100	100	100
2. Cash	100	100	100
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88. Cash	100	100	100
89. Cash	100	100	100
90. Cash	100	100	100
91. Cash	100	100	100
92. Cash	100	100	100
93.			

Clynet Holding, LLC
Forecasted Schedule of Operating Expenses
For the Twelve Months and Three Years Ending
December 31, 2003, 2004 and 2005

	January 2003	February 2003	March 2003	April 2003	May 2003	June 2003	July 2003	August 2003	September 2003	October 2003	November 2003	December 2003	Year Ending December 31, 2003	Year Ending December 31, 2004	Year Ending December 31, 2005
Network expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll expense	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165	78,165
Payroll taxes	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450	23,450
Depreciation and amortization expense	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013	122,013
Bad debt expense	-	-	-	372	1,344	3,196	3,548	5,570	6,892	9,714	11,036	13,858	55,530	89,776	111,784
Agency fees	-	-	-	-	-	4,000	7,000	45,500	45,500	45,500	45,500	45,500	238,500	1,002,705	1,438,580
Personal property taxes	-	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667	41,667
Insurance expense	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Maintenance	-	-	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
Rent expense	20,600	44,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600	236,600
Advertising	-	-	-	-	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Postage and shipping	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Professional fees	6,000	6,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Miscellaneous	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Data	500	500	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Contract labor	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Office supplies	500	500	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Donations	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Bank service charges	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500
Travel expense	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
Office expense	500	500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Cleaning and maintenance	250	250	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Meals and entertainment expense	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	\$ 263,776	\$ 329,445	\$ 606,395	\$ 611,367	\$ 632,339	\$ 748,191	\$ 757,143	\$ 995,997	\$ 1,004,069	\$ 1,061,744	\$ 1,069,816	\$ 1,079,388	\$ 9,161,672	\$ 14,391,648	\$ 19,699,098

Exhibit G

CORPORATE SURETY BOND

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: Y124748

WHEREAS, CITYNET TENNESSEE LLC (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, Evergreen National Indemnity Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 24th day of July, 2003 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Citynet Tennessee LLC

Name of Company authorized by the TRA

PENDING

Company ID # as assigned by TRA

SURETY

Evergreen National Indemnity Company

Name of Surety

10055 Sweet Valley View Valley View OH 44125

Address of Surety

SIGNATURE OF PRINCIPAL

[Signature]

Name:

Title:

SIGNATURE OF SURETY AGENT

[Signature]

Name: Zachary L. Mendelson

Title: Attorney-in-Fact

Address of Surety Agent:

Two Gateway Center, Suite 1900

Pittsburgh PA 15222

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ WV
COUNTY OF Harrison

Before me, a Notary Public of the State and County aforesaid, personally appeared JAMES R. MARTIN II with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Citynet Tennessee LLC, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 25th day of July, 2003

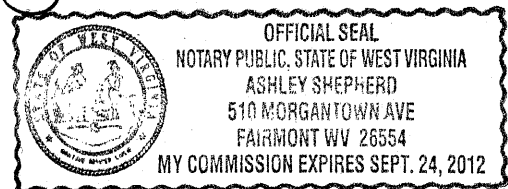
My Commission Expires:

Sept 24th, 2012

Ashley Shepherd
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF ~~TENNESSEE~~ PA
COUNTY OF Allegheny



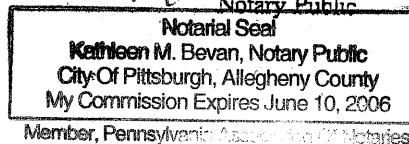
Before me, a Notary Public of the State and County aforesaid, personally appeared Zachary L. Mendelson with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Evergreen National, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 24th day of July, 2003.

My Commission Expires:

June 10, 2000

Kathleen M. Bevan
Notary Public



APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 20__.

Name: _____

Title: _____

EVERGREEN NATIONAL INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY

PRINCIPAL Citynet Tennessee LLC

EFFECTIVE DATE July 24, 2003

CONTRACT AMOUNT _____

AMOUNT OF BOND \$ 20,000

POWER NO. **124748**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

~~~~ Karen M. Comport, Zachary L. Mendelson ~~~~

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of February, 1994:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2001.



EVERGREEN NATIONAL INDEMNITY COMPANY

*Roswell P. Ellis*

Roswell P. Ellis, President

*Glenn D. Southwick*

Glenn D. Southwick, Treasurer

Notary Public)  
State of Ohio)

SS:

On this 27th day of August, 2001, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Roswell P. Ellis and Glenn D. Southwick of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.

*Sue E. Duffy*



SUE E. DUFFY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUG. 6, 2004

Notary Public State of Ohio  
My Commission expires August 6, 2004

State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Columbus, Ohio this 24th day of July, 2003



124748

*John A. Marazza*

John A. Marazza, Secretary

Any reproduction or facsimile of this form is void and invalid.

\*1399424\*





**Exhibit H**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS**  
**PARTICIPATION PLAN**

# Small and Minority-Owned Telecommunications Business Participation Plan

## 1. Purpose

The purpose of this plan is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. Citynet Tennessee, LLC is committed to this goal and to taking steps to support participation of small and minority-owned telecommunications businesses in the telecommunications industry. Citynet will provide opportunities for small and minority-owned businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Citynet will make efforts to identify and inform minority-owned and small businesses that are qualified of such opportunities. Citynet representatives will contact the Department of Economic and Community Development and the administrator of the small and minority-owned telecommunications assistance program, to obtain a list of qualified vendors.

## 2. Definitions

**Minority-Owned Business:** Minority-owned business shall mean a business which is solely owned, or at least 51% of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than \$4,000,000.

**Small Business:** Small business shall mean a business with annual gross receipts of less than \$4,000,000.

## 3. Administration

Citynet's plan will be administered by the individual named below, hereinafter referred to as the administrator, who will be responsible for carrying out and promoting Citynet's efforts to provide opportunities for small and minority-owned businesses. The administrator of the plan will be:

Duane Bennett  
Citynet Tennessee, LLC  
343 North Front Street, Suite 400  
Columbus, Ohio 43215  
Telephone: 614-827-7011  
Fax: 614-827-7010

The administrator's responsibilities will include:

- 1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- 2) Establishing and developing policies and procedures necessary for the successful implementation of the plan.
- 3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.

- 4) Serving as the primary liaison to the Tennessee Regulatory Authority, other agencies of the state of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
- 5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- 6) Providing records and reports and participating in any authorized surveys as required by the Tennessee Regulatory Authority.
- 7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such business.
- 8) Providing information and educational activities to persons within Citynet that will promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

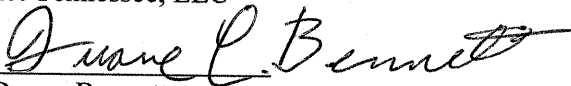
Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
US Department of Commerce, Offices of Small Business Admn and Minority Business  
The National Minority Supplier Development Council  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities, and Minority Institutions

#### **4. Record and Compliance Reports**

Citynet will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Citynet will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Citynet will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. As stated previously, Citynet will also participate in any surveys and studies required by the Tennessee Regulatory Authority in support of the objectives of this Plan.

Citynet Tennessee, LLC

By:   
Duane Bennett  
Chief Operation Officer

Dated: March 28, 2003

**Exhibit I**

**TOLL DIALING PARITY PLAN**

## **Citynet Tennessee, LLC IntraLATA Toll Dialing Parity Plan**

The IntraLATA Toll Dialing Parity Plan is a process that will provide Citynet customers the ability to select the telecommunications carrier of their choice for intraLATA toll calls. Citynet Tennessee, LLC is a facilities-based provider of local exchange and intraLATA/interLATA toll services in the state of Tennessee. Initially, Citynet will be operating in the Bristol-Johnson City LATA and will be negotiating an Interconnection Agreement with Sprint. Service will be turned up in 3Q'03 in the Bristol-Johnson City LATA (LATA 956) and implementation of this plan will commence throughout the LATA upon service turn-up.

Citynet Tennessee, LLC employees will implement the full 2-PIC carrier selection methodology. With this methodology, customers will be able to choose a different (or the same) telecommunications carrier for their intraLATA and interLATA toll calls. The customer may choose the local exchange carrier as their PIC choice or any other participating telecommunications carrier.

Citynet employees who communicate with the public, accept customer orders, and serve in customer service positions will be trained to explain the PIC selection process to customers. Business office personnel will have the ability to make changes in customer records based upon requests from customers or carriers which will direct customer calls to the carrier of their choice.

Processes will be in place to provide new customers with an opportunity to choose their intraLATA/interLATA toll carrier(s) from a list of available carriers. Citynet representatives will respond to customer inquiries about the carriers in a competitively neutral fashion. Customers wishing to change their PIC(s) after the initial selections can do so by directly contacting Citynet customer service or by indirectly contacting their toll carrier of choice. Citynet will process both direct customer requests and properly authorized requests from carriers.

Citynet will comply with the anti-slamming measures enumerated in the latest Tennessee Regulatory Authority Rule 1220-4-2-.56 which defines the manner in which telecommunications carriers should confirm PIC change information prior to submission to the LEC.

Customers will be assessed a PIC change charge for changing their intraLATA/interLATA carrier. There will be a separate charge for each PIC change and this charge will be listed in the Citynet General Exchange Tariff. Citynet does not have existing customers in Tennessee; therefore will be no waiver of PIC change charges since customers can designate their choice of carriers when the service is initially ordered. Also there will be no cost recovery associated with this plan since Citynet does not have to implement changes for an existing customer base.

New customers who do not make a choice for an intraLATA toll carrier will be designated as a "no-PIC" and will not be automatically defaulted to a carrier. Those customers will be required to dial 10XXX to place intraLATA toll calls until they make a PIC designation.

Citynet will fully comply with all the rules of the FCC and TRA related to the Tennessee IntraLATA Toll Dialing Parity Plan.

**NOTICE OF APPLICATION AND PROPOSED OPERATIONS**  
**OF CITYNET TENNESSEE, LLC**

Citynet Tennessee, LLC has filed an Application for Authority to Conduct Operations in the State of Tennessee. Initially, Applicant intends to commence operations in the territory served by Sprint-United.

**Incumbent Local Exchange Service Providers Certificated In Tennessee  
(Facilities-based)**

|                                                                                                                                                                       |                                                                                                                                                                                          |                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>Ardmore Telephone Company, Inc.</u></b></p> <p>P.O. Box 549<br/>517 Ardmore Avenue<br/>Ardmore, TN 38449</p> <p>(205) 423-2131<br/>(205) 423-2208 (Fax)</p>  | <p><b><u>BellSouth</u></b></p> <p>333 Commerce Street<br/>Nashville, TN 37201-3300</p> <p>(615) 214-3800<br/>(615) 214-8820 (Fax)</p>                                                    | <p><b><u>Century Telephone of Adamsville</u></b></p> <p>P.O. Box 405<br/>116 N. Oak Street<br/>Adamsville, TN 38310</p> <p>(901) 632-3311<br/>(901) 632-0232 (Fax)</p>                         |
| <p><b><u>Century Telephone of Claiborne</u></b></p> <p>P.O. Box 100<br/>507 Main Street<br/>New Tazewell, TN 37825</p> <p>(423) 626-4242<br/>(423) 626-5224 (Fax)</p> | <p><b><u>Century Telephone of Ooltewah-Collegedale, Inc.</u></b></p> <p>P.O. Box 782<br/>5616 Main Street<br/>Ooltewah, TN 37363</p> <p>(423) 238-4102<br/>(423) 238-5699 (Fax)</p>      | <p><b><u>Citizens Communications Company of Tennessee</u></b></p> <p>P.O. Box 770<br/>300 Bland Street<br/>Bluefield, WV 24701</p>                                                             |
| <p><b><u>Citizens Communications Company Of The Volunteer State</u></b></p> <p>P.O. Box 770<br/>300 Bland Street<br/>Bluefield, WV 24701</p>                          | <p><b><u>Loretto Telephone Company, Inc.</u></b></p> <p>P.O. Box 130<br/>Loretto, TN 38469</p> <p>(931) 853-4351<br/>(931) 853-4329 (Fax)</p>                                            | <p><b><u>Millington Telephone Company, Inc.</u></b></p> <p>4880 Navy Road<br/>Millington, TN 38053</p> <p>(901) 872-3311<br/>(901) 873-0022 (Fax)</p>                                          |
| <p><b><u>Sprint-United</u></b></p> <p>112 Sixth Street<br/>Bristol, TN 37620</p> <p>(423) 968-8161<br/>(423) 968-3148 (Fax)</p>                                       | <p><b><u>TDS Telecom-Concord Telephone Exchange, Inc.</u></b></p> <p>P.O. Box 22610<br/>701 Concord Road<br/>Knoxville, TN 37933-0610</p> <p>(423) 966-5828<br/>(423) 966-9000 (Fax)</p> | <p><b><u>TDS Telecom-Humphreys County Telephone Company</u></b></p> <p>P.O. Box 552<br/>203 Long Street<br/>New Johnsonville, TN 37134-0552</p> <p>(931) 535-2200<br/>(931) 535-3309 (Fax)</p> |

**TDS Telecom-Tellico  
Telephone Company,  
Inc.**

P.O. Box 9  
102 Spence Street  
Tellico Plains, TN 37385-  
0009

(423) 671-4600  
(423) 253-7080 (Fax)

**TDS Telecom-  
Tennessee Telephone  
Company**

P.O. Box 18139  
Knoxville, TN 37928-  
2139

(423) 922-3535  
(423) 922-9515 (Fax)

**TEC-Crockett  
Telephone Company,  
Inc.**

P.O. Box 7  
Friendship, TN 38034

(901) 677-8181

**TEC-People's  
Telephone Company,  
Inc.**

P.O. Box 310  
Erin, TN 37061

(931) 289-4221  
(931) 289-4220 (Fax)

**TEC-West Tennessee  
Telephone Company,  
Inc.**

P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316

(901) 742-2211  
(901) 742-2212 (Fax)

**United Telephone  
Company**

P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034

(931) 364-2289  
(931) 364-7202 (Fax)



**Exhibit K**

**SWORN PRE-FILED TESTIMONY**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

IN THE MATTER OF THE APPLICATION       )  
OF CITYNET TENNESSEE, LLC FOR A       )  
CERTIFICATE TO PROVIDE COMPETING       )  
LOCAL TELECOMMUNICATIONS SERVICES. )

Case No. \_\_\_\_\_

**PRE-FILED TESTIMONY OF DUANE BENNETT**

I, Duane Bennett, do hereby testify as follows in support of the application of Citynet Tennessee, LLC ("Citynet") for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunications services throughout the State of Tennessee.

Q. Please state your full name, business address, and position.

A. Duane Bennett, Chief Operating Officer  
343 North Front Street, Suite 400  
Columbus, OH 43215

Q. Please briefly describe your duties.

A. I am the Chief Operating Officer of Citynet Tennessee, LLC. As such, I am responsible for all of the daily operations of the company and have overall managerial responsibility.

Q. Please describe your business experience and educational background.

A. I am the Chief Operating Officer for the Citynet CLEC operation. I have over 33 years of experience in the telecommunications industry. During that time, I have worked in both the private and public sector. My private sector work includes such companies as Western Electric, Bell Labs, GTE, IT&T and Qwest (LCI). Public sector administrative experience includes The Ohio State University and Florida State University, where I also taught Telecommunications classes in the College of Communication. My experience in the CLEC industry includes positions such as Vice President of Engineering for CoreComm, as well as General Manager of the Columbus, Ohio operation of Adelphia Business Solutions. I have held numerous positions in state telecommunications and industrial organizations. I hold degrees from Ohio University and Florida State University.

Q. Are all statements in Citynet Tennessee, LLC's application true and correct to the best of your knowledge, information and belief?

A. Yes.

Q. Please describe the current corporate structure of Citynet Tennessee, LLC.

A. Citynet is a limited liability company that operates on a stand-alone basis. It does share common ownership with other Citynet companies conducting operations in other states, as reflected in the application.

Q. Does Citynet Tennessee, LLC possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A. Yes.

Q. Please describe Citynet Tennessee, LLC's financial qualifications.

A. See **Exhibit 1**, attached hereto.

Q. Please describe Citynet Tennessee, LLC's managerial and technical qualifications.

A. I am attaching a brief resume of the principals for Citynet.

Q. What services will Citynet Tennessee, LLC offer?

A. We will be providing a full line of competing services in Tennessee, including both data and voice services.

Q. Will Citynet Tennessee, LLC offer service to all consumers within its service area?

A. Yes.

Q. Does Citynet Tennessee, LLC plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A. Yes.

Q. Will the granting of a certificate of convenience and necessity to Citynet Tennessee, LLC serve the public interest?

A. Yes.

Q. Does Citynet Tennessee, LLC intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A. Yes.

Q. Has any state ever denied Citynet Tennessee, LLC or one of its affiliates authorization to provide intrastate service?

A. No.

Q. Has any state ever revoked the certification of Citynet Tennessee, LLC or one of its affiliates?

A. No.

Q. Has Citynet Tennessee, LLC or one of its affiliates ever been investigated or sanctioned by any regulatory for service or billing irregularities?

A. No.

Q. Who is knowledgeable about Citynet Tennessee, LLC's operations and will serve as Citynet Tennessee, LLC's regulatory and customer service contact?

A. I am knowledgeable about all of our operations, as is David Rardin, our Director, Project Management. There are additional people within the company who are also equally knowledgeable, and we have a Customer Care Center designed specifically to ensure our customers receive the highest quality service. Customers may contact the Customer Care Service toll-free by dialing 1-800-903-8906.

Q. Please explain in detail Citynet Tennessee, LLC's proposed procedures for responding to information requests from the TRA and its staff.

A. The TRA and its staff may contact me or David Rardin at Citynet as follows:

Duane Bennett: (614)827-7011  
343 North Front Street, Suite 400  
Columbus, OH 43215

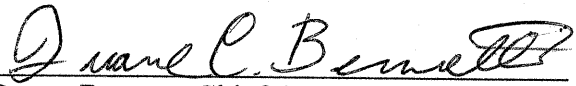
David Rardin: (614)827-7011  
343 North Front Street, Suite 400  
Columbus, OH 43215

We will promptly attend to any inquiry and provide any information requested by TRA and its staff.

Q. Does this conclude your testimony?

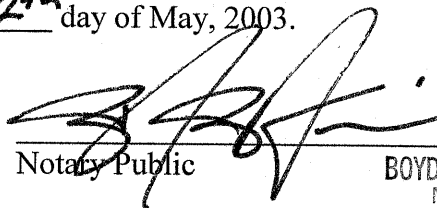
A. Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.

  
Duane Bennett, Chief Operating Officer  
Citynet Tennessee, LLC

State of Ohio            )  
                                  ) SS:  
County of Franklin    )

Subscribed before and sworn to me this 12<sup>th</sup> day of May, 2003.



Notary Public

BOYD B. FERRIS, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.

My Commission Expires: \_\_\_\_\_

**Exhibit 1**

**FINANCIAL QUALIFICATIONS**

Cynet Holding, LLC  
Forecasted Balance Sheets  
January 31, 2003 through December 31, 2003,  
December 31, 2004 and December 31, 2005

|                                        | January<br>2003 | February<br>2003 | March<br>2003 | April<br>2003 | May<br>2003   | June<br>2003  | July<br>2003  | August<br>2003 | September<br>2003 | October<br>2003 | November<br>2003 | December<br>2003 | December<br>2004 | December<br>2005 |
|----------------------------------------|-----------------|------------------|---------------|---------------|---------------|---------------|---------------|----------------|-------------------|-----------------|------------------|------------------|------------------|------------------|
| <b>ASSETS</b>                          |                 |                  |               |               |               |               |               |                |                   |                 |                  |                  |                  |                  |
| <b>CURRENT ASSETS</b>                  |                 |                  |               |               |               |               |               |                |                   |                 |                  |                  |                  |                  |
| Cash                                   | \$ 154,725      | \$ 515,363       | \$ 303,658    | \$ 33,846     | \$ 2,150      | \$ 9,431      | \$ 45,160     | \$ 36,056      | \$ 95,790         | \$ 28,939       | \$ 51,116        | \$ 480,821       | \$ 501,190       | \$ 8,567,944     |
| Trade accounts receivable              | -               | 89,480           | -             | 18,600        | 85,800        | 245,600       | 404,400       | 615,700        | 800,500           | 1,108,800       | 1,382,100        | 1,730,400        | 4,223,606        | 9,802,982        |
| Construction deposits                  | 89,480          | 89,480           | 89,480        | 89,480        | 89,480        | 89,480        | 89,480        | -              | -                 | -               | -                | -                | -                | -                |
| Total current assets                   | 244,205         | 604,843          | 393,138       | 141,926       | 177,430       | 344,511       | 539,040       | 651,756        | 896,290           | 1,137,739       | 1,433,216        | 2,211,221        | 4,724,797        | 18,390,926       |
| <b>PROPERTY AND EQUIPMENT, at cost</b> |                 |                  |               |               |               |               |               |                |                   |                 |                  |                  |                  |                  |
| Fiber network                          | 6,194,822       | 18,194,822       | 18,194,822    | 18,194,822    | 18,194,822    | 18,194,822    | 18,194,822    | 18,284,302     | 18,284,302        | 18,284,302      | 18,284,302       | 18,284,302       | 18,284,302       | 18,284,302       |
| Fiber network equipment                | 358,921         | 358,921          | 358,921       | 358,921       | 418,921       | 478,921       | 538,921       | 598,921        | 658,921           | 718,921         | 778,921          | 838,921          | 1,558,921        | 2,278,921        |
| Buildings                              | 435,000         | 435,000          | 435,000       | 435,000       | 435,000       | 435,000       | 435,000       | 435,000        | -                 | -               | -                | -                | -                | -                |
| Leasehold improvements                 | 9,510           | 9,510            | 9,510         | 9,510         | 9,510         | 9,510         | 9,510         | 9,510          | -                 | -               | -                | -                | -                | -                |
| Vehicles                               | 28,539          | 28,539           | 28,539        | 28,539        | 28,539        | 28,539        | 28,539        | 28,539         | 28,539            | 28,539          | 28,539           | 28,539           | 28,539           | 28,539           |
| Office furniture and equipment         | 14,200          | 14,200           | 14,200        | 14,200        | 14,200        | 14,200        | 14,200        | 14,200         | 14,200            | 14,200          | 14,200           | 14,200           | 14,200           | 14,200           |
| Less accumulated depreciation          | 7,040,992       | 19,040,992       | 19,040,992    | 19,040,992    | 19,100,992    | 19,160,992    | 19,220,992    | 19,370,472     | 19,895,962        | 19,045,962      | 19,105,962       | 19,165,962       | 19,885,962       | 20,605,962       |
|                                        | 249,472         | 371,485          | 493,488       | 615,511       | 737,524       | 859,537       | 981,550       | 1,103,563      | 1,225,576         | 1,347,589       | 1,469,602        | 1,591,615        | 3,607,416        | 5,470,982        |
|                                        | 6,791,520       | 18,669,507       | 18,547,484    | 18,425,481    | 18,363,466    | 18,301,456    | 18,239,442    | 18,266,909     | 17,760,386        | 17,688,373      | 17,616,360       | 17,574,347       | 16,278,646       | 15,135,027       |
| <b>OTHER ASSETS</b>                    |                 |                  |               |               |               |               |               |                |                   |                 |                  |                  |                  |                  |
| Other accounts receivable              | 195,000         | 195,000          | 195,000       | -             | -             | -             | -             | -              | -                 | -               | -                | -                | -                | -                |
| Other assets                           | 2,272,637       | 2,272,637        | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637      | 2,272,637         | 2,272,637       | 2,272,637        | 2,272,637        | 2,272,637        | 2,272,637        |
| Deposit - Adelphia                     | 752,404         | -                | -             | -             | -             | -             | -             | -              | -                 | -               | -                | -                | -                | -                |
|                                        | 3,220,041       | 2,467,637        | 2,467,637     | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637      | 2,272,637         | 2,272,637       | 2,272,637        | 2,272,637        | 2,272,637        | 2,272,637        |
|                                        | \$ 10,255,766   | \$ 21,741,987    | \$ 21,408,269 | \$ 20,840,044 | \$ 20,813,535 | \$ 20,918,603 | \$ 21,051,119 | \$ 21,191,302  | \$ 20,929,313     | \$ 21,108,749   | \$ 21,342,213    | \$ 22,068,205    | \$ 23,275,990    | \$ 35,796,590    |



Clynet Holding, LLC  
Forecasted Balance Sheets  
January 31, 2003 through December 31, 2003,  
December 31, 2004 and December 31, 2005

|                                                  | January<br>2003 | February<br>2003 | March<br>2003 | April<br>2003 | May<br>2003   | June<br>2003  | July<br>2003  | August<br>2003 | September<br>2003 | October<br>2003 | November<br>2003 | December<br>2003 | December<br>2004 | December<br>2005 |
|--------------------------------------------------|-----------------|------------------|---------------|---------------|---------------|---------------|---------------|----------------|-------------------|-----------------|------------------|------------------|------------------|------------------|
| <b>LIABILITIES AND MEMBERS' EQUITY (DEFICIT)</b> |                 |                  |               |               |               |               |               |                |                   |                 |                  |                  |                  |                  |
| <b>CURRENT LIABILITIES</b>                       |                 |                  |               |               |               |               |               |                |                   |                 |                  |                  |                  |                  |
| Bank line of credit borrowings                   | \$ 250,000      | \$ -             | \$ -          | \$ 200,000    | \$ 950,000    | \$ 1,760,000  | \$ 2,700,000  | \$ 3,700,000   | \$ 4,300,000      | \$ 5,300,000    | \$ 5,800,000     | \$ 5,900,000     | \$ 5,900,000     | \$ -             |
| Current portion of long-term notes payable       | -               | 12,041,425       | 12,076,932    | 1,550,795     | 1,559,549     | 1,566,342     | 1,574,173     | 1,582,044      | 1,589,954         | 1,597,904       | 1,605,884        | 1,613,924        | 1,713,467        | 1,819,151        |
| Short-term note payable                          | 162,163         | 227,830          | 506,780       | 507,152       | 528,124       | 643,976       | 650,328       | 712,600        | 720,672           | 730,244         | 738,316          | 747,888          | 802,209          | 1,186,109        |
| Trade accounts payable                           | -               | -                | -             | -             | -             | 4,000         | 11,000        | 52,500         | 91,000            | 91,000          | 91,000           | 91,000           | 232,780          | 239,763          |
| Accrued agency fees                              | 3,407,526       | 3,424,593        | 3,441,686     | -             | -             | -             | -             | -              | -                 | -               | -                | -                | -                | -                |
| Account payable Clynet, LLC                      | -               | -                | -             | -             | -             | -             | -             | -              | -                 | -               | -                | -                | -                | -                |
| Account payable H-3                              | -               | -                | -             | -             | -             | -             | -             | -              | -                 | -               | -                | -                | -                | -                |
| Total current liabilities                        | 3,819,689       | 15,693,818       | 16,025,398    | 2,257,947     | 3,036,673     | 3,974,318     | 4,935,501     | 6,047,144      | 6,701,626         | 7,719,148       | 8,235,210        | 8,352,812        | 8,648,456        | 3,245,023        |
| Long-term portion of notes payable               | -               | -                | -             | 18,824,113    | 18,690,642    | 18,556,503    | 18,421,694    | 18,286,210     | 18,150,049        | 18,013,207      | 17,875,681       | 17,737,467       | 16,024,000       | 14,204,849       |
| Construction accounts payable                    | 2,272,637       | 2,272,637        | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637     | 2,272,637      | 2,272,637         | 2,272,637       | 2,272,637        | 2,272,637        | 2,272,637        | 2,272,637        |
| Note payable Jim Hyland                          | 2,272,637       | 2,272,637        | 2,272,637     | 21,096,750    | 20,963,279    | 20,829,140    | 20,694,331    | 20,558,847     | 20,422,686        | 20,285,844      | 20,148,318       | 20,010,104       | 18,286,637       | 16,477,486       |
|                                                  | 4,163,440       | 3,775,532        | 3,110,234     | (2,514,653)   | (3,186,417)   | (3,884,855)   | (4,578,713)   | (5,414,698)    | (6,194,999)       | (6,896,243)     | (7,041,315)      | (6,304,711)      | (3,669,113)      | 16,076,081       |
| <b>MEMBERS' EQUITY (DEFICIT)</b>                 | \$ 10,255,766   | \$ 21,741,987    | \$ 21,408,289 | \$ 20,840,044 | \$ 20,813,535 | \$ 20,918,603 | \$ 21,051,119 | \$ 21,191,302  | \$ 20,929,313     | \$ 21,108,749   | \$ 21,342,213    | \$ 22,068,205    | \$ 23,275,980    | \$ 35,798,590    |

Clynet Holding, LLC  
Forecasted Statements of Income  
For the Twelve Months and Three Years Ending  
December 31, 2003, 2004 and 2005

|                                              | January<br>2003 | February<br>2003 | March<br>2003 | April<br>2003 | May<br>2003  | June<br>2003 | July<br>2003 | August<br>2003 | September<br>2003 | October<br>2003 | November<br>2003 | December<br>2003 | Year Ending<br>December 31,<br>2003 | Year Ending<br>December 31,<br>2004 | Year Ending<br>December 31,<br>2005 |
|----------------------------------------------|-----------------|------------------|---------------|---------------|--------------|--------------|--------------|----------------|-------------------|-----------------|------------------|------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Operating revenue                            | \$ 263,776      | \$ 329,445       | \$ -          | \$ 18,600     | \$ 67,200    | \$ 159,800   | \$ 177,400   | \$ 278,500     | \$ 344,600        | \$ 485,700      | \$ 551,800       | \$ 692,900       | \$ 2,776,500                        | \$ 16,894,495                       | \$ 39,211,929                       |
| Operating expenses                           | (263,776)       | (329,445)        | (608,395)     | (611,367)     | (632,339)    | (748,191)    | (757,143)    | (985,997)      | (1,004,089)       | (1,061,744)     | (1,068,816)      | (1,073,388)      | (9,161,672)                         | (14,391,648)                        | (19,699,086)                        |
| Income (loss) from operations                |                 |                  |               |               |              |              |              |                |                   |                 |                  |                  |                                     |                                     |                                     |
| Other income (expense)                       |                 |                  |               |               |              |              |              |                |                   |                 |                  |                  |                                     |                                     |                                     |
| Interest income                              |                 |                  |               |               |              |              |              |                |                   |                 |                  |                  |                                     |                                     |                                     |
| Gain from the sale of property and equipment |                 |                  |               |               |              |              |              |                |                   |                 |                  |                  |                                     |                                     |                                     |
| Interest expense                             | (18,203)        | (58,463)         | (56,904)      | (120,623)     | (106,625)    | (110,046)    | (114,114)    | (118,479)      | (120,841)         | (125,200)       | (127,056)        | (128,909)        | (1,203,461)                         | (1,117,180)                         | (1,017,637)                         |
| Net income (loss)                            | \$ (281,981)    | \$ (387,908)     | \$ (665,299)  | \$ (713,390)  | \$ (671,764) | \$ (658,437) | \$ (693,857) | \$ (835,976)   | \$ (780,310)      | \$ (701,244)    | \$ (145,072)     | \$ 736,604       | \$ (5,838,633)                      | \$ 2,635,597                        | \$ 19,745,194                       |

Forecasted Statements of Cash Flows  
For the Twelve Months and Three Years Ending  
December 31, 2003, 2004 and 2005

|                                                                                          | January 2003 | February 2003  | March 2003   | April 2003    | May 2003     | June 2003    | July 2003    | August 2003  | September 2003 | October 2003 | November 2003 | December 2003 | Year Ending December 31, 2003 | Year Ending December 31, 2004 | Year Ending December 31, 2005 |
|------------------------------------------------------------------------------------------|--------------|----------------|--------------|---------------|--------------|--------------|--------------|--------------|----------------|--------------|---------------|---------------|-------------------------------|-------------------------------|-------------------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                              |              |                |              |               |              |              |              |              |                |              |               |               |                               |                               |                               |
| Net income (loss)                                                                        | \$ (281,981) | \$ (387,908)   | \$ (665,299) | \$ (713,380)  | \$ (671,764) | \$ (698,437) | \$ (693,857) | \$ (835,976) | \$ (780,310)   | \$ (701,244) | \$ (145,072)  | \$ 736,604    | \$ (5,839,633)                | \$ 2,635,597                  | \$ 19,745,194                 |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: |              |                |              |               |              |              |              |              |                |              |               |               |                               |                               |                               |
| Depreciation and amortization                                                            | -            | -              | -            | -             | -            | -            | -            | -            | -              | -            | -             | -             | -                             | -                             | -                             |
| (Increase) decrease in assets                                                            | -            | -              | -            | (18,600)      | (67,200)     | (159,800)    | (158,800)    | (211,300)    | (184,800)      | (308,300)    | (273,300)     | (348,300)     | (1,730,400)                   | (2,493,206)                   | (5,579,376)                   |
| Increase (decrease) in liabilities                                                       | -            | -              | -            | -             | -            | 4,000        | 7,000        | 41,500       | 38,500         | -            | -             | -             | -                             | -                             | -                             |
| Accrued agency fees                                                                      | -            | -              | -            | -             | -            | -            | -            | -            | -              | -            | -             | -             | -                             | -                             | -                             |
| Trade accounts payable                                                                   | 162,163      | 65,667         | 278,950      | 372           | 20,972       | 115,882      | 6,352        | 62,272       | 8,072          | 9,572        | 8,072         | 9,572         | 94,000                        | 141,780                       | 6,983                         |
| Net cash provided by (used in) operating activities                                      | \$ 2,195     | \$ (200,228)   | \$ (264,336) | \$ (609,605)  | \$ (595,979) | \$ (616,372) | \$ (717,292) | \$ (821,481) | \$ (786,525)   | \$ (877,959) | \$ (288,287)  | \$ 519,889    | \$ (5,265,999)                | \$ 2,354,292                  | \$ 16,420,221                 |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                              |              |                |              |               |              |              |              |              |                |              |               |               |                               |                               |                               |
| Proceeds from the sale of property and equipment                                         | -            | -              | -            | -             | -            | -            | -            | -            | 444,510        | -            | -             | -             | 444,510                       | -                             | -                             |
| Decrease in other accounts receivable                                                    | -            | -              | -            | -             | -            | -            | -            | -            | -              | -            | -             | -             | 195,000                       | -                             | -                             |
| Accounts payable to Cymat, LLC                                                           | 16,953       | 17,038         | 17,123       | (3,441,686)   | -            | -            | -            | -            | -              | -            | -             | -             | (3,390,573)                   | -                             | -                             |
| Accounts payable R-3 Construction                                                        | (65,942)     | -              | -            | -             | -            | -            | -            | -            | -              | -            | -             | -             | (65,942)                      | -                             | -                             |
| Purchases of property and equipment                                                      | -            | (11,247,595)   | -            | -             | (60,000)     | (60,000)     | (60,000)     | (60,000)     | (60,000)       | (60,000)     | (60,000)      | (60,000)      | (11,221,595)                  | (720,000)                     | (720,000)                     |
| Net cash provided by (used in) investing                                                 | £ (68,989)   | £ (11,230,558) | £ 17,123     | £ (3,246,686) | £ (60,000)   | £ (60,000)   | £ (60,000)   | £ (60,000)   | £ 384,510      | £ (60,000)   | £ (60,000)    | £ (60,000)    | £ (14,564,901)                | £ (720,000)                   | £ (720,000)                   |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                              |              |                |              |               |              |              |              |              |                |              |               |               |                               |                               |                               |
| Line of credit activity                                                                  | 250,000      | (250,000)      | -            | 200,000       | 750,000      | 810,000      | 940,000      | 1,000,000    | 600,000        | 1,000,000    | 500,000       | 100,000       | 5,900,000                     | -                             | (5,900,000)                   |
| Distributions to members                                                                 | -            | -              | -            | (4,911,497)   | -            | -            | -            | -            | -              | -            | -             | -             | (4,911,497)                   | -                             | -                             |
| Short-term notes payable activity                                                        | -            | 12,041,425     | 35,507       | -             | -            | -            | -            | -            | -              | -            | -             | -             | -                             | -                             | -                             |
| Long-term bank borrowing activity                                                        | (33,853)     | -              | -            | (12,076,932)  | (125,717)    | (126,346)    | (126,978)    | (127,613)    | (128,251)      | (128,892)    | (129,536)     | (130,184)     | 19,317,538                    | (1,713,467)                   | (1,713,467)                   |
| Net cash provided by (used in) financing activities                                      | 216,147      | 11,781,425     | 35,507       | 3,586,479     | 624,283      | 683,654      | 813,022      | 872,387      | 471,749        | 871,106      | 370,464       | (30,184)      | 20,306,041                    | (1,613,924)                   | (7,613,467)                   |
| Net (decrease) increase in cash                                                          | 149,353      | 360,639        | (211,706)    | (269,812)     | (31,696)     | 7,282        | 35,730       | (9,104)      | 59,734         | (66,851)     | 22,177        | 429,705       | 47,451                        | 20,368                        | 8,086,754                     |
| Cash                                                                                     | -            | -              | -            | -             | -            | -            | -            | -            | -              | -            | -             | -             | -                             | -                             | -                             |
| Beginning                                                                                | 5,371        | 154,724        | 515,363      | 303,657       | 33,845       | 2,149        | 9,431        | 45,161       | 36,057         | 95,791       | 28,940        | 51,117        | 5,371                         | 480,822                       | 501,190                       |
| Ending                                                                                   | \$ 154,724   | \$ 515,363     | \$ 303,657   | \$ 33,845     | \$ 2,149     | \$ 9,431     | \$ 45,161    | \$ 36,057    | \$ 95,791      | \$ 28,940    | \$ 51,117     | \$ 480,822    | \$ 480,822                    | \$ 501,190                    | \$ 8,587,944                  |

Citynet Holding, LLC  
Forecasted Schedule of Operating Expenses  
For the Twelve Months and Three Years Ending  
December 31, 2003, 2004 and 2005

|                                       | January<br>2003 | February<br>2003 | March<br>2003 | April<br>2003 | May<br>2003 | June<br>2003 | July<br>2003 | August<br>2003 | September<br>2003 | October<br>2003 | November<br>2003 | December<br>2003 | Year Ending<br>December 31,<br>2003 | Year Ending<br>December 31,<br>2004 | Year Ending<br>December 31,<br>2005 |
|---------------------------------------|-----------------|------------------|---------------|---------------|-------------|--------------|--------------|----------------|-------------------|-----------------|------------------|------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Network expense                       | \$ 78,165       | \$ 78,165        | \$ 78,165     | \$ 78,165     | \$ 78,165   | \$ 78,165    | \$ 78,165    | \$ 78,165      | \$ 78,165         | \$ 78,165       | \$ 78,165        | \$ 78,165        | \$ 78,165                           | \$ 78,165                           | \$ 78,165                           |
| Payroll expense                       | 23,450          | 23,450           | 23,450        | 23,450        | 23,450      | 23,450       | 23,450       | 23,450         | 23,450            | 23,450          | 23,450           | 23,450           | 23,450                              | 23,450                              | 23,450                              |
| Depreciation and amortization expense | 122,013         | 122,013          | 122,013       | 122,013       | 122,013     | 122,013      | 122,013      | 122,013        | 122,013           | 122,013         | 122,013          | 122,013          | 122,013                             | 122,013                             | 122,013                             |
| Bad debt expense                      | -               | -                | -             | 372           | 1,344       | 3,196        | 3,548        | 5,570          | 6,892             | 9,714           | 11,036           | 13,858           | 14,641                              | 15,530                              | 16,419                              |
| Agency fees                           | -               | -                | -             | -             | -           | 4,000        | 7,000        | 45,500         | 45,500            | 45,500          | 45,500           | 45,500           | 45,500                              | 45,500                              | 45,500                              |
| Personal property taxes               | -               | 41,667           | 41,667        | 41,667        | 41,667      | 41,667       | 41,667       | 41,667         | 41,667            | 41,667          | 41,667           | 41,667           | 41,667                              | 41,667                              | 41,667                              |
| Insurance expense                     | 7,000           | 7,000            | 15,000        | 15,000        | 15,000      | 15,000       | 15,000       | 15,000         | 15,000            | 15,000          | 15,000           | 15,000           | 15,000                              | 15,000                              | 15,000                              |
| Maintenance                           | -               | -                | 18,000        | 18,000        | 18,000      | 18,000       | 18,000       | 18,000         | 18,000            | 18,000          | 18,000           | 18,000           | 18,000                              | 18,000                              | 18,000                              |
| Rent expense                          | 20,600          | 44,600           | 236,600       | 236,600       | 236,600     | 236,600      | 236,600      | 236,600        | 236,600           | 236,600         | 236,600          | 236,600          | 236,600                             | 236,600                             | 236,600                             |
| Advertising                           | -               | -                | 236,600       | 236,600       | 236,600     | 236,600      | 236,600      | 236,600        | 236,600           | 236,600         | 236,600          | 236,600          | 236,600                             | 236,600                             | 236,600                             |
| Postage and shipping                  | 1,500           | 1,500            | 1,500         | 1,500         | 1,500       | 1,500        | 1,500        | 1,500          | 1,500             | 1,500           | 1,500            | 1,500            | 1,500                               | 1,500                               | 1,500                               |
| Professional fees                     | 6,000           | 6,000            | 20,000        | 20,000        | 20,000      | 20,000       | 20,000       | 20,000         | 20,000            | 20,000          | 20,000           | 20,000           | 20,000                              | 20,000                              | 20,000                              |
| Miscellaneous                         | 1,500           | 1,500            | 1,500         | 1,500         | 1,500       | 1,500        | 1,500        | 1,500          | 1,500             | 1,500           | 1,500            | 1,500            | 1,500                               | 1,500                               | 1,500                               |
| Data                                  | 500             | 500              | 15,000        | 15,000        | 15,000      | 15,000       | 15,000       | 15,000         | 15,000            | 15,000          | 15,000           | 15,000           | 15,000                              | 15,000                              | 15,000                              |
| Contract labor                        | 500             | 500              | 500           | 500           | 500         | 500          | 500          | 500            | 500               | 500             | 500              | 500              | 500                                 | 500                                 | 500                                 |
| Office supplies                       | 300             | 300              | 300           | 300           | 300         | 300          | 300          | 300            | 300               | 300             | 300              | 300              | 300                                 | 300                                 | 300                                 |
| Donations                             | 500             | 500              | 3,000         | 3,000         | 3,000       | 3,000        | 3,000        | 3,000          | 3,000             | 3,000           | 3,000            | 3,000            | 3,000                               | 3,000                               | 3,000                               |
| Bank service charges                  | 200             | 200              | 500           | 500           | 500         | 500          | 500          | 500            | 500               | 500             | 500              | 500              | 500                                 | 500                                 | 500                                 |
| Travel expense                        | 500             | 500              | 200           | 200           | 200         | 200          | 200          | 200            | 200               | 200             | 200              | 200              | 200                                 | 200                                 | 200                                 |
| Office expense                        | 250             | 250              | 5,000         | 5,000         | 5,000       | 5,000        | 5,000        | 5,000          | 5,000             | 5,000           | 5,000            | 5,000            | 5,000                               | 5,000                               | 5,000                               |
| Cleaning and maintenance              | 300             | 300              | 2,000         | 2,000         | 2,000       | 2,000        | 2,000        | 2,000          | 2,000             | 2,000           | 2,000            | 2,000            | 2,000                               | 2,000                               | 2,000                               |
| Meals and entertainment expense       | 500             | 500              | 2,000         | 2,000         | 2,000       | 2,000        | 2,000        | 2,000          | 2,000             | 2,000           | 2,000            | 2,000            | 2,000                               | 2,000                               | 2,000                               |
|                                       | \$ 263,778      | \$ 329,445       | \$ 608,395    | \$ 611,367    | \$ 632,339  | \$ 748,191   | \$ 757,143   | \$ 995,997     | \$ 1,004,069      | \$ 1,061,744    | \$ 1,069,816     | \$ 1,079,388     | \$ 9,161,672                        | \$ 14,391,648                       | \$ 19,699,086                       |

**Exhibit L**

**PROPOSED TARIFF OF CITYNET TENNESSEE, LLC**

TITLE SHEET

EXCHANGE SERVICES TARIFF

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Descriptions, Regulations, Rates and Charges applicable to services furnished by Citynet Tennessee, LLC ("Citynet" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Tennessee.

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Filed under authority by Order of the Tennessee Regulatory Authority in Case No. \_\_\_\_\_.

James R.J. Martin II, President  
343 North Front Street  
Columbus, OH 43215

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EXPLANATION OF SYMBOLS

All tariffs or revisions, stating changes in any provision, shall use the following codes:

- (I) Indicates an increase in rates.
- (D) Indicates a decrease in rates.
- (N) Indicates new rates or regulations.
- (O) Indicates omissions.
- (C) Indicates a change in text or regulations.
- (T) Indicates temporary rates and/or surcharges.

All of the foregoing shall be accompanied by explanatory footnotes.

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APPLICATION OF TARIFF

This tariff applies to service offerings provided by Citynet Tennessee, LLC.

With respect to local service, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The Company intends to offer both facilities-based and resold service throughout the State of Tennessee where it has an approved Interconnection Agreement.

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Columbus, OH 43215

1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Service Request ("ASR"): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required for special construction before the start of service.

Association Customer: An organized group of individual customers with which Company reaches agreement to provide service to both the association and its members.

Authorized User: The term, authorized user, denotes a person, firm or corporation who is authorized by the customer to utilize the Company.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Local Exchange Services: Means the end user and carrier access to and usage of telephone Company-provided facilities that enable customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks. Resellers and/or rebillers of basic local exchange service are local exchange carriers since they provide basic local exchange services consistent with this definition.

Bit: The smallest unit of information in the binary system of notation.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

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1. DEFINITIONS (cont'd)

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which subscriber has a dial access to a telephone company central office.

Channel: The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of subscriber's own choosing.

Closed End: The term "Closed End" refers to the termination point where the Dedicated Access Line described in Section 3.2 hereof is located.

Communications Services: The Company's intrastate toll and local exchange telephone services offered for both intraLATA and interLATA use.

Company: Citynet Tennessee, LLC, also referred to as "Citynet".

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Daytime: The term "Daytime" denotes 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company recognized national holidays.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Designation Location: The term "Designation Location" or "Location" refers to a terminal device (e.g., handset, PBX, facsimile machine, having a unique telephone number, and to which the subscriber represents to the Company that subscriber has a regular and continuing requirement for communications which are related directly to the business of the subscriber at the designated location (e.g., including but not limited to: affiliates, subsidiaries, subcontractors, suppliers, customers, and other regular business contracts).

Dial Pulse ("DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Distant City: The term "Distant City" refers to a Company termination point opposite a Closed End.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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343 North Front Street  
Columbus, OH 43215

1. DEFINITIONS (cont'd)

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Evening: The term "Evening" denotes 5:00 p.m. but not including 11:00 p.m. local time at the originating terminal on Sunday through Friday and anytime on Company recognized national holidays except when a lower rate would normally apply.

Exchange: Means a geographical service area established by an incumbent local exchange carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Exchange Area: The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications service.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Citynet Tennessee, LLC: Citynet Tennessee, LLC, the issuer of this tariff, also referred to as "Company".

Foreign Exchange Service ("FX"): The term "Foreign Exchange Service" (FX) provides subscribers with the capability of local dialing in a remote exchange via private line service.

General Access Port ("GAP"): The term "General Access Port" (GAP) denotes an entrance or exit device on a switching machine which provides a means of connection between that switching machine and a termination point of the service.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holidays: Company recognized national holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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1. DEFINITIONS (cont'd)

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Intercity Mileage: The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the carrier's network terminal offices using the Telephone Industry Standard Rate Centers ("V" & "H") associated with the said carrier's offices.

Inward WATS Extension Service: The term "Inward WATS Extension Service" refers to an incoming service offered to customers who elect to have all of their calls routed to a specific number. Customers can select any previously unused seven digit number in place of an access code, and Company will route their calls to the dedicated phone number provided by the number in his application for Inward WATS Extension Service. (The dedicated number is supplied to the customer by his local exchange company).

IXC or Interexchange Carrier: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

Local Exchange Carrier ("LEC"): Means any facilities-based and nonfacilities-based, ILECs and NECs which provide basic local exchange services to consumers on a common carrier basis. Such term does not include and entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 47 U.S.C. 332(C., except to the extent that the FCC finds that such service should be included in the definition of such term.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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1. DEFINITIONS (cont'd)

Nighttime: The term "Nighttime" denotes 11:00 p.m. to but not including 8:00 a.m. local time at the originating terminal Monday through Friday, anytime on Saturday, and all day Sunday except 5:00 p.m. to 11:00 p.m.

Nonfacilities-Based Local Exchange Carrier: Any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation that does not own, operate, manage, or control plant or equipment but that is in the business of reselling basic local exchange service to consumers on a common carrier basis.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Normal Work Hours: The term "Normal Work Hours" denotes the time after 8:00 a.m. and before 5:00 p.m. Monday through Friday excluding Company recognized holidays.

("NPA"): Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Common Carrier ("OCC"): The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

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1. DEFINITIONS (cont'd)

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

Premises: The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Rapid-Dial: The term "Rapid-Dial" refers to a dial-up service option where Company supplies or arranges for the supply of a network accessing dialer so that a customer dials all phone numbers as if the Company network were not to be involved.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Resp. Org.: "Resp. Org." is the responsible organization designated by the customer as the long distance carrier it wishes to have control any 800 number to which the customer is entitled.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

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1. DEFINITIONS (cont'd)

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Special Billing Arrangement: The term "Special Billing Arrangement" denotes an arrangement under which Company will at the request of a customer, provide additional billing functions such as separate breakdowns of overall total billing into sub-bills to facilitate customer's internal accounting procedures.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Subscriber End: The term "Subscriber End" denotes that end of a foreign exchange channel at which a customer is connected by a local distribution facility to Company's network terminal office.

Subscriber Terminal: The term "Subscriber Terminal" denotes the termination of the Company, DAL at the customer's premises.

Switch: The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a customer relationship with the carrier, contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator assisted calls.

Transparent Access: As used by Company, transparent access means that users access the Company network as they would AT&T with 1+ Area Code and number called only, omitting both the access and security code numbers in their manual dialing routine.

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1. DEFINITIONS (cont'd)

Travel Access: Travel Access to the Company network can be utilized whenever a customer is at a location that cannot access a Company switch site on a toll free basis. Company Travel Access feature uses interconnect agreements and 800 lines to access the Company network from any of the lower 48 states, Puerto Rico, and/or the Virgin Islands.

Travel Access utilization is exactly the same as local network utilization with respect to procedures. Rates for Travel Access service vary from dial-up service only in the per minute rate. (See Section 3.5). Usage charges for Travel Access are rounded to the next highest minute.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Universal Termination WATS (UTW): This is a Company service offering where customers pay one rate per minute per call, regardless of the distance being called. UTW billing is not mileage sensitive but all other Dial-Up regulations apply.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

Zero Plus Mechanized ("0+"): Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

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2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company is a local facilities-based and reseller providing both interexchange and intraexchange telecommunications service for transmission of voice, data, facsimile, and special service on a switched and dedicated basis. Company will provide technical assistance to Customers to assist in meeting the Customer's requirements for both interexchange and local communications service.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities the Company must obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to:

- 1) Any act or omission of: (A. the Customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
- 2) Any unlawful or unauthorized use of the Company's facilities and services;
- 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D. (cont'd)

- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A. of this Subsection 2.1.4.
- 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 8) Any noncompletion of calls due to network busy conditions;
- 9) Any calls not actually attempted to be completed during any period that service is unavailable; and
- 10) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company's liability for any service or performance failure caused by an Act of God, civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Approval of the above tariff language by the Tennessee Regulatory Authority does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities (cont'd)

- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; and
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 1) where facilities other than cable pairs are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.8 Special Construction (cont'd)

- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; and
- 8) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws.

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2. RULES AND REGULATIONS (cont'd)

2.2 Prohibited Uses (cont'd)

- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- 1) the payment of all applicable charges pursuant to this tariff;
- 2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- 3) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C.. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- 6) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- 8) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and
- 9) Company shall be indemnified and held harmless by the customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents rising from, combining with, or using in connection with, service furnished by Company apparatus and systems of the customer in connection with the service provided by Company.

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2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2. RULES AND REGULATIONS (cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2. RULES AND REGULATIONS (cont'd)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposit amounts, refunds and interest payments will comply with the Tennessee Regulatory Authority Rules and Regulations governing telephone utilities.
- B. A deposit may be required in addition to an advance payment.

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2. RULES AND REGULATIONS (cont'd)

2.5 Customer Deposits and Advance Payments (cont'd)

2.5.3 Application for Service

Company will require a customer to sign an application form furnished by Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment for such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of Company, may be subject to the provisions as described in Section 2.5.2. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto. Company will also require a signed authorization from a customer for additions to or changes in the existing service of such customer.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for the payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Commission. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line item charges.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customer bills will be rendered monthly and will comply with all applicable requirements.

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. The Customer should notify the Company of any disputed items on an invoice as soon as possible. Customers desiring to contact the Company may write the Company or call its toll-free Customer Care Center:

Citynet Tennessee, LLC  
343 North Front Street, Suite 400  
Columbus, OH 43215  
1-800-903-8906

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

- G. If service is disconnected by the Company (in accordance with Section 2.6.3 following, and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following, and later restored, restoration of service will be subject to all applicable installation charges.
- H. Any denial or disconnection of local or toll service by the Company shall comply with all applicable Commission requirements. Local service may only be disconnected for subscriber non-payment of charges for local service regulated by the Tennessee Regulatory Authority.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Discontinuance of Service for Cause (cont'd)

- E. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A. or 2.6.3(B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

Company will comply with all applicable disconnection requirements.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.4 Notice to Company for Cancellation of Service

Customers receiving special contract service and desiring to terminate such service shall provide the Company thirty (30) days written notice of termination.

2.6.5 Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a Customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charges are listed in the Price List Section 9.6.9. The current charge is \$15.00.

2.6.8 Credit Worthiness

Service applicants may be required to establish credit worthiness in accordance with applicable regulations.

2.7 Allowances for Interruptions in Service

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. All credit allowances shall be in compliance with applicable requirements.

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2. RULES AND REGULATIONS (cont'd)

2.7 Allowances for Interruptions in Service (cont'd)

2.7.1 General (cont'd)

- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service which:

- 1) Occurs as a result of a negligent or willful act on the part of the Subscriber;
- 2) Occurs as a result of a malfunction of Subscriber-owned telephone equipment;
- 3) Occurs as a result of acts of God, military action, wars, insurrections, riots, or strikes; and
- 4) Extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

All adjustments will be made in accordance with the Commission requirement set forth in Section 4901:1-5-18, O.A.C.

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2. RULES AND REGULATIONS (cont'd)

2.7 Allowances for Interruptions in Service (cont'd)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

Credits for interruptions in service shall be provided in accordance with the Commission requirement set forth in Section 4901:1-5-18, O.A.C.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2. RULES AND REGULATIONS (cont'd)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 1) All unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) All recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; and
- 4) Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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2. RULES AND REGULATIONS (cont'd)

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2. RULES AND REGULATIONS (cont'd)

2.10 RESERVED FOR FUTURE USE

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2. RULES AND REGULATIONS (cont'd)

2.11 Notices and Communications

- A. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. RULES AND REGULATIONS (cont'd)

2.12 RESERVED FOR FUTURE USE

2.13 Trouble Shooting at Customer's Premises

A trouble shooting charge is levied to cover the cost to Company, of a visit to the customer's premises to determine what equipment is the cause of a malfunction. This charge applies in cases where Company identifies the trouble to be caused by customer-provided equipment, and is unrelated to any malfunction of Company's service. The charge applies from the time Company personnel are dispatched until the problem is identified.

A charge also applies when the local telephone company at Company's request, makes the trouble shooting visit to customer's premises and determines that the trouble is caused by customer-provided equipment. The customer will be billed directly by the local telephone company.

The customer may also be responsible for any charges when Company, acting as the customer's agent, requests that the vendor of the customer-provided equipment make a trouble shooting visit of the customer-provided equipment.

The rates applicable shall be those identified in Price List Section 6.1.1.

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2. RULES AND REGULATIONS (cont'd)

2.14 Service Rearrangements

- A. Any customer wishing to change the type of service arrangement provided is required to give the Company at least 45 days written notice. Such changes will only be effected on the first day of a monthly billing period.
- B. When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C. When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D. When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.
- E. Change of Resp. Org.: If a Customer accumulates more than \$1,000.00 of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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3. EXCHANGE SERVICE

This Section describes the exchange services for which charges are applied. The actual charges are set forth in Section 9.

3.1 Connection Charges

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. See 4.3.

3.2 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

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3. EXCHANGE SERVICE (cont'd)

3.3 Reserved for Future Use

3.4 Restoral Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff.

3.5 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

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3. EXCHANGE SERVICE (cont'd)
- 3.5 Moves, Adds and Changes (cont'd)
- 3.6 Premises Visit
- 3.6.1 Terms and Conditions

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purpose of installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines.

3.6.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

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3. EXCHANGE SERVICE (cont'd)

3.7 Central Office Line Charge

A Central Office Line Charge applies to arranging (A. line(s) to provide service between the central office and the customer's premises.

3.8 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

3.9 Remote Call Forwarding Service

RCF is a service feature whereby all calls placed to an RCF customer's telephone number (the call forwarding location) are automatically forwarded by Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Company or another telephone company. RCF is subject to the following regulations:

- 1) RCF service will be provided on any exchange service which can be direct inward dialed except semi-public and public telephone service;
- 2) The service is offered from central offices where the Company has arranged the facilities for RCF and is furnished subject to the availability of facilities;
- 3) One primary directory listing, as appropriate, will be provided without charge for the exchange in which the RCF central office is located;
- 4) Since the grade of transmission on calls which are remotely forwarded may vary, depending upon the location of the calling party in relation to the terminating station, the Company cannot guarantee transmission on forwarded calls;

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3. EXCHANGE SERVICE (cont'd)

3.9 Remote Call Forwarding Service (cont'd)

- 5) Each RCF feature allows for forwarding one call at a given time. An additional feature is necessary for each additional call to be forwarded simultaneously. The customer must subscribe to sufficient RCF features and facilities at the terminating station to adequately handle calls without impairing, disrupting or deteriorating services offered by the Company. In the event that the use of RCF causes such impairment, disruption or deterioration, the Company shall have the right to discontinue forthwith such service without prior notification to the customer; and
- 6) The Company will not provide identification of the originating telephone number to an RCF customer.

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4. SUPPLEMENTAL SERVICES

This Section describes supplemental services and charges associated with those services. Actual charges are set forth in Section 9.

4.1 Custom Calling Service

4.1.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature.

4.1.2 Description of Features

A. Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switch-hook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer pre-designated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer pre-designated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

E. Multiline Hunting

This feature is a lie hunting arrangement that provides sequential search of available numbers within a multiline group.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

F. Speed Dialing

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit), or thirty numbers with two digits can be selected.

G. Repeat Dialing

This feature will enable a customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a 30 minute period, until it becomes available. The caller can make and receive calls during the 30 minute period that the busy number is being dialed. The caller will receive a special ring-back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

H. Calling Party Number Blocking

Calling Party Number Blocking provides telephone customers with the capability to prevent the disclosure of the calling telephone number on calls made to an exchange service equipped with Caller ID and other Advanced Custom Calling services where the calling party number may be disclosed. Calling Party Number Blocking is available on a per-call basis for semi-public and public customers where facilities permit. Calling Party Number Blocking is available on a per-service basis. Per-call Calling Party Number Blocking is accomplished by the customer dialing an activation code (\*67 for Touch-Tone and 1167 for rotary dial pulse. prior to placing each call for which blocking is desired.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

I. Anonymous Call Rejection

Anonymous Call Rejection (ACR) is a service that enables customers the ability to reject calls from parties who have a privacy feature that prevents the delivery of their calling number to the called party when the called party has Caller ID with Name. With ACR the called customer receives no alerting or ringing for a call that is rejected. The call is routed to a denial announcement and subsequently terminated. The calling party hears a denial announcement which indicates the calling party can retry their call after unblocking their number.

J. Auto Call Back/Auto Redial

The Auto Call Back/Auto Redial feature allows a customer to automatically redial the last number dialed. this is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- 1) Calls to 800 Service numbers;
- 2) Calls to 900 Service numbers;
- 3) Calls preceded by an interexchange carrier access code;
- 4) International Direct Distance Dialed calls;
- 5) Calls to Directory Assistance; and
- 6) Calls to 9-1-1.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

K. Call Return

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

L. Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the Company the customer can use this application to combat nuisance calls.

M. Call Screening

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call need only hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may wish to not receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.1 Custom Calling Service (cont'd)

4.1.2 Description of Features (cont'd)

N. Selective Call Screening

Selective Call Screening is an arrangement designed to restrict certain types of billing from a line which originates a call. The screening is designed to inform the operator services provider about special characteristics associated with the line. Under this arrangement, the operator services provider processes the operator-assisted and/or operator-handled and/or automated operator-assisted originating call so that call will conform to one of the allowable types of billing, which could be those which conform only to billing as collect, billed to a third number, or billed to a calling card.

4.1.3 Rates and Charges

Monthly Rates for these services are located in Section 9 of this Tariff.

4.2 Reserved for Future Use

4.3 Service and Promotional Trials

4.3.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

4.3.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.3 Service and Promotional Trials (cont'd)

4.3.2 Regulations (cont'd)

- B. During a Service Trial, the service(s) is(are) provided automatically to all eligible customers, except those customer who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

4.4 Busy Verification and Interrupt Service

4.4.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.4 Busy Verification and Interrupt Service (cont'd)

4.4.2 Rate Application

A. A Verification Charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress; or
- 2) The operator verifies that the line is available for incoming calls.

B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

4.4.3 Rates

4.5 Reserved for Future Use

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4. SUPPLEMENTAL SERVICES (cont'd)

4.6 Directory Assistance Service

4.6.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.6.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator except as follows:

- 1) Calls from coin telephones, including COCOTS;
- 2) Requests for telephone numbers of non-published service;
- 3) Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit; or
- 4) Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section of this Tariff, up to a maximum of 50 requests per month.

4.6.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

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4. SUPPLEMENTAL SERVICES (cont'd)

4.7 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station-to-station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

4.8 Reserved for Future Use

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4. SUPPLEMENTAL SERVICES (cont'd)

4.9 Blocking Service

4.9.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business customers:

- 1) 900,700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e., 900-XXX-XXXX) from being placed;
- 2) 900,971,974 & 700 Blocking - allows the subscriber to block all calls beginning with the 900,971, 974 and 700 prefixes from being placed;
- 3) Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base;
- 4) Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it;
- 5) Toll Restriction Plus - provides subscribers with Toll Restriction, as described in part 4 of this section; and
- 6) Direct Inward Dialing Blocking (Third Party and Collect Call) - provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

4.9.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.9 Blocking Service (cont'd)

4.9.3 Rates and Charges

- A. The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.9 Blocking Service (cont'd)

4.9.3 Rates and Charges (cont'd)

- B. Pricing for Blocking Service for a business customer with more than 200 lines will be based on the cost incurred by Company to provide the service.
- C. Connection charges apply as specified in Section 3 of this Tariff.

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4. SUPPLEMENTAL SERVICES (cont'd)

4.10 Reserved for Future Use

4.11 Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without charge. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

| <u>Period of Suspension</u>                      | <u>Charge</u>                       |
|--------------------------------------------------|-------------------------------------|
| First Month or Partial Month                     | Regular Monthly Rate (no reduction) |
| Each Additional Month (up to the one year limit) | Regular Monthly Rate                |

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5. BUSINESS NETWORK SWITCHED SERVICES

5.1 General

Business Network Switched Services provide business customers with a connection to the Company's switching network which enables the customer to:

- 1) Receive calls from other stations on the public switched telephone network;
- 2) Access the Company's local calling service;
- 3) Access the Company's local service; and
- 4) Access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10 XXX).

Business Network Switched Services are provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 3 apply to all service on a one-time basis unless waived pursuant to this Tariff.

5.2 Service Descriptions and Rates

The following Business Access Service Options are offered:

Basic Business Line Service  
PBX Trunks

Basic Business Line Service, PBX Trunks are offered with message rate local service.

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5. BUSINESS NETWORK SWITCHED SERVICES

5.2 Service Descriptions and Rates (cont'd)

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems or facsimile machines. Service may be arranged for two-way calling only or outward calling only. Optional Voice Mail Service is available.

5.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

|                     |                                                             |
|---------------------|-------------------------------------------------------------|
| Terminal Interface: | 2-wire                                                      |
| Signaling Type:     | Loop start                                                  |
| Pulse Types:        | Dual tone Multi Frequency (DTMF).                           |
| Directionality:     | Two-Way, In-Only or Out-Only, at the option of the customer |

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5. BUSINESS NETWORK SWITCHED SERVICES

5.2 Service Descriptions and Rates (cont'd)

5.2.1 Basic Business Line Service (cont'd)

B. Message Rate Basic Business Line Service

1) Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

C. Recurring and Nonrecurring Charges

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of call during the billing period. Nonrecurring Connection charges apply as described in Section 3 of this Tariff and Recurring charges can be found in Section 9 of this Tariff.

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5. BUSINESS NETWORK SWITCHED SERVICES

5.2 Service Descriptions and Rates (cont'd)

5.2.2 PBX Trunk Service

A. General

Analog PBX trunks are provided for connection of customer-provided PBX terminal equipment. Analog trunks are delivered on a DSO level and digital trunks are delivered at the DS1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks, additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

|                     |                                                            |
|---------------------|------------------------------------------------------------|
| Terminal Interface: | 2-wire or 4-wire, as required for the provision of service |
| Signaling Type:     | Loop, Ground, E&M I, II, III                               |
| Pulse Type:         | Dual Tone Multi-Frequency (DTMF).                          |
| Directionality:     | In-Coming Only (DID), Out-Going Only (DOD), or Two-Way     |

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5. BUSINESS NETWORK SWITCHED SERVICES

5.2 Service Descriptions and Rates (cont'd)

5.2.2 PBX Trunk Service (cont'd)

B. Message Rate Analog PBX Trunks

1) Description

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a usage basis. DID trunks are arranged for one-way inward calling only.

2. Recurring and Nonrecurring Charges

Nonrecurring connection charges apply as described in Section 3 of this Tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period, found in Section 9 of this Tariff. Local calling areas are as specified in Section 8.

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6. SPECIAL SERVICES AND PROGRAMS

6.1 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (9-1-1 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

6.2 Relay Service

6.2.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

6.2.2 Regulations

- A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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6. SPECIAL SERVICES AND PROGRAMS

6.2 Relay Service (cont'd)

6.2.2 Regulations (cont'd)

D. The following calls may not be placed through the Relay Service:

- 1) Calls to informational recordings and group bridging service;
- 2) Calls to time or weather recorded messages;
- 3) Station sent paid calls from coin telephones; and
- 4) Operator-handled conference service and other teleconference calls.

6.2.3 Liability

The Company contracts with an outside provider for the provision of this service. the outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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7. SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) Equipment and materials provided or used;
  - b) Engineering, labor and supervision;
  - c) Transportation; and
  - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

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7. SPECIAL ARRANGEMENTS (cont'd)

7.1 Special Construction (cont'd)

7.1.3 Termination of Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) Equipment and materials provided or used;
    - b) Engineering, labor and supervision;
    - c) Transportation; and
    - d) Rights of way and/or any required easements.
  - 2) License preparation, processing and related fees;
  - 3) Tariff preparation, processing and related fees;
  - 4) Cost of removal and restoration, where appropriate; and
  - 5) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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7. SPECIAL ARRANGEMENTS (cont'd)

7.2 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

7.3 Individual Case Basis (ICB) Arrangements

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. Any such contract will be filed with the Commission.

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8. LOCAL CALLING AREAS

8.1 Exchange Definition

The Company offers Local Exchange Service within Tennessee and concurs in the filed exchange areas and exchange maps of the incumbent local exchange carrier.

8.2 Local Calling Area

Each customer shall have the local calling area of the normal exchange in which the customer is located.

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9. RATES AND CHARGES

9.1 Non-recurring Charges

9.1.1 Service Order Charge

Business Installation - per line/trunk \$50.00

9.1.2 Restoral Charge \$35.00

9.1.3 Moves, Adds and Changes Charge \$35.00

9.1.4 Premises Visit Charge \$20.00

9.1.5 Central Office Line Charge \$35.00

9.1.6 Primary Interexchange Carrier Change (PICC) Charge

Single Line \$ 0.53

Multi Line \$ 2.75

9.1.7 Remote Call Forwarding \$16.61

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9. RATES AND CHARGES (cont'd)

9.2 Supplemental Services

9.2.1 Custom Calling Features

|                                              |         |
|----------------------------------------------|---------|
| Three-Way Calling                            | \$ 3.00 |
| Three-Way Calling - per activation           | \$ 0.75 |
| Three-Way Calling Per Activation Monthly Cap | \$ 7.50 |
| Call Forwarding Variable                     | \$ 3.00 |
| Call Forwarding Busy                         | \$ 3.00 |
| Call Forwarding Busy Line Don't Answer       | \$ 3.00 |
| Call Forwarding Don't Answer                 | \$ 3.00 |
| Call Waiting/Cancel Call Waiting             | \$ 3.00 |
| Distinctive Ringing                          | \$ 3.00 |
| Multiline Hunting                            | \$10.00 |
| Speed Dialing - 8 Numbers                    | \$ 3.00 |
| Speed Dialing - 30 Numbers                   | \$ 3.00 |
| Repeat Dialing - per activation              | \$ 0.65 |
| Repeat Dialing Per Activation Monthly Cap    | \$ 6.50 |
| Calling Party Number Blocking                | \$ 3.00 |
| Anonymous Call Rejection                     | \$ 3.00 |
| Auto Call Back/Auto Redial                   | \$ 3.00 |
| Call Return - per activation                 | \$ 0.65 |
| Call Return Per Activation Monthly Cap       | \$ 6.50 |
| Call Trace - per call                        | \$ 2.70 |
| Call Trace Prep Charge                       | \$ 5.00 |
| Call Screening                               | \$ 7.20 |
| Selective Call Screening                     | \$ 4.68 |

9.3 Busy Verification and Interrupt Service

|                        |         |
|------------------------|---------|
| Busy Line Verification | \$ 1.00 |
| Busy Line Interrupt    | \$ 2.00 |

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9. RATES AND CHARGES (cont'd)

9.4 Directory Services

9.4.1 Directory Assistance

|                                                 |         |
|-------------------------------------------------|---------|
| Allowance Before Usage Charges Apply - per line | \$ 2.00 |
| Direct-Dial - Local DA                          | \$ 0.45 |
| Direct-Dial - National DA                       | \$ 1.00 |
| Operator Dial - Local DA                        | \$ 0.45 |
| Directory Assistance Call Completion            | \$ 0.35 |

9.4.2 Directory Listings

|                        |         |
|------------------------|---------|
| Additional Listings    | \$ 1.00 |
| Alternate Listing      | \$ 1.00 |
| Non-Published Listing  | \$ 1.00 |
| Non-Listed Service     | \$ 1.00 |
| Foreign Listing        | \$ 1.00 |
| Extra Line Listing     | \$ 1.00 |
| Bold Directory Listing | \$ 1.00 |

9.4.3 Local Operator Services

|                    |         |
|--------------------|---------|
| Station-to-Station | \$ 1.00 |
| Person-to-Person   | \$ 2.50 |

9.4.4 Blocking Services

|                                                                                        |         |
|----------------------------------------------------------------------------------------|---------|
| 900 and 700 Blocking (Business up to 200 lines)                                        | \$ 5.00 |
| 900, 971, 974 and 700 Blocking (Business up to 200 lines)                              | \$ 5.00 |
| 3 <sup>rd</sup> Number Billed & Collect Call Restriction<br>(Business up to 200 lines) | \$10.00 |
| Toll Restriction (Business up to 200 lines)                                            | \$10.00 |
| Toll Restriction Plus (Business up to 200 lines)                                       | \$10.00 |
| Direct Inward Dialing (DID) Blocking<br>(3 <sup>rd</sup> Party and Collect Call)       |         |
| Initial Activation                                                                     | \$25.00 |
| Subsequent Activation (per line)                                                       | \$10.00 |

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9. RATES AND CHARGES

9.5 Business Network Switched Services

9.5.1 Business Access Service Options (Resale)

A. Message Rate

|                                                                                        |         |
|----------------------------------------------------------------------------------------|---------|
| Basic Business Line Service with Touch Tone<br>(Single Line Access Area D)             | \$20.48 |
| Basic Business Line Service with Touch Tone<br>(Multi-Line with Hunting Access Area D) | \$23.81 |
| PBX Trunk with Touch Tone (Access Area D)                                              | \$23.81 |
| Per Message Charge - In Addition to Access Line<br>(After 73 Message Call Allowance)   | \$ 0.08 |

B. Basic Calling Plan - Measured Rate

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$12.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$ 0.02 |
| Long Distance Rate - Intrastate | \$0.069 |
| Long Distance Rate - Interstate | \$0.069 |
| Features Included               | 2       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

C. Basic + Calling Plan - Measured Rate

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$12.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$ 0.02 |
| Long Distance Rate - Intrastate | \$0.059 |
| Long Distance Rate - Interstate | \$0.059 |
| Features Included               | 4       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

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9. RATES AND CHARGES (cont'd)

9.5 Business Network Switched Services (cont'd)

9.5.1 Business Access Service Options (Resale)(cont'd)

D. Freedom Calling Plan - Flat Rate

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$21.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           |         |
| Long Distance Rate - Intrastate | \$0.069 |
| Long Distance Rate - Interstate | \$0.069 |
| Features Included               | 2       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

E. Freedom + Calling Plan - Flat Rate

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$21.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$ 0.02 |
| Long Distance Rate - Intrastate | \$0.059 |
| Long Distance Rate - Interstate | \$0.059 |
| Features Included               | 4       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

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9. RATES AND CHARGES (cont'd)

9.6 UNE-P and Facilities Plans

Basic Calling Plan - Measured Rates

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$12.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$ 0.02 |
| Long Distance Rate - Intrastate | \$0.069 |
| Long Distance Rate - Interstate | \$0.069 |
| Features Included               | 2       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

Basic + Calling Plan - Measured Rates

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$12.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$ 0.02 |
| Long Distance Rate - Intrastate | \$0.059 |
| Long Distance Rate - Interstate | \$0.059 |
| Features Included               | 4       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

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9. RATES AND CHARGES (cont'd)

9.6 UNE-P and Facilities Plans (cont'd)

Freedom Calling Plan - Flat Rate

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$21.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$      |
| Long Distance Rate - Intrastate | \$0.069 |
| Long Distance Rate - Interstate | \$0.069 |
| Features Included               | 2       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

Freedom + Calling Plan - Flat Rate

|                                 |         |
|---------------------------------|---------|
| Monthly Recurring Charge        | \$21.95 |
| Network Access Charge           | \$ 6.00 |
| PICC/Single Line                | \$ 0.53 |
| PICC/Multi Line                 | \$ 2.75 |
| Anywhere Minutes                |         |
| Local Per Minute Rate           | \$ 0.02 |
| Long Distance Rate - Intrastate | \$0.059 |
| Long Distance Rate - Interstate | \$0.059 |
| Features Included               | 4       |
| Internet Included               | No      |
| Voice Mail Included             | No      |

9.6.1 Other Charges

|                                                       |         |
|-------------------------------------------------------|---------|
| Remote Line Service                                   | \$15.00 |
| Late Payment Charge (Rated to Unpaid Balance)         | 1.24%   |
| Seasonal Suspend                                      |         |
| 50% of Normal Monthly Recurring<br>Calling Plan Rate  | 50%     |
| 50% of Normal Federal Line Charge<br>(NAC, EUCL, SLC) | 50%     |

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9. RATES AND CHARGES (cont'd)

9.6 UNE-P and Facilities Plans (cont'd)

9.6.2 Basic Features List (selection list for included free features)

|                                  |        |
|----------------------------------|--------|
| Call Forward Variable            | \$3.00 |
| Call Forward Busy Line           | \$3.00 |
| Call Forward Busy Line/No Answer | \$3.00 |
| Call Forward No Answer           | \$3.00 |
| Call Waiting                     | \$3.00 |
| Three-way Calling                | \$3.00 |
| Speed Dial 8                     | \$3.00 |
| Caller ID*                       | \$3.00 |
| Caller ID w/Name*                | \$3.00 |
| Repeat Dialing                   | \$3.00 |
| Call Return                      | \$3.00 |
| Multiline Hunting                | \$3.00 |

\*For UNE-P, Anonymous Call Rejection will be added at no charge with Caller ID.

9.6.3 Optional Features List

|                    |        |
|--------------------|--------|
| Speed Dialing - 30 | \$3.15 |
|--------------------|--------|

9.6.4 Usage Based Features

|                                                |        |
|------------------------------------------------|--------|
| Three-way Calling - per activation             | \$0.75 |
| Three-way Calling Monthly Cap                  | \$7.50 |
| Call Return - per activation                   | \$0.65 |
| Repeat Dialing - per activation                | \$0.65 |
| Monthly Cap for Call Return and Repeat Dialing | \$6.50 |
| Call Trace - per call                          | \$2.70 |
| Call Trace - Case Preparation Charge           | \$5.00 |
| Priority Call - per activation                 | \$0.50 |
| Priority Call Monthly Cap                      | \$5.00 |
| Select Forward - per activation                | \$0.75 |

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9. RATES AND CHARGES (cont'd)

9.6 UNE-P and Facilities Plans (cont'd)

9.6.5 Directory Listings

|                        |        |
|------------------------|--------|
| Additional Listings    | \$1.00 |
| Alternate Listing      | \$1.00 |
| Non-Published Listing  | \$1.00 |
| Non-Listed Service     | \$1.00 |
| Foreign Listing        | \$1.00 |
| Extra Line Listing     | \$1.00 |
| Bold Directory Listing | \$1.00 |

9.6.6 Directory Assistance

|                                                 |        |
|-------------------------------------------------|--------|
| Allowance Before Usage Charges Apply - per line | 2      |
| Direct Dial - Local DA                          | \$0.45 |
| Direct Dial - National DA                       | \$1.00 |
| Directory Assistance Call Completion            | \$0.35 |

9.6.7 Operator Assistance

|                        |        |
|------------------------|--------|
| Busy Line Verification | \$1.00 |
| Busy Line Interrupt    | \$2.00 |
| Station-to-Station     | \$1.00 |
| Person-to-Person       | \$2.50 |

9.6.8 Blocking Services

|                                                    |         |
|----------------------------------------------------|---------|
| Toll Restriction                                   | \$10.00 |
| Blocking - 540, 550, 700, 900, 910, 920, 970 & 976 | N/C     |
| Selective Call Blocking                            | \$ 2.00 |
| All Call Blocking                                  | N/C     |
| Per Call Blocking                                  | \$ 2.00 |

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9. RATES AND CHARGES (cont'd)

9.6 UNE-P and Facilities Plans (cont'd)

9.6.9 Non-Recurring Charges

|                                                  |         |
|--------------------------------------------------|---------|
| Business Installation - per line/trunk           | \$50.00 |
| Premise Visit                                    | \$20.00 |
| Service Order Charge                             | \$35.00 |
| Change Grade or Class of Service                 | \$35.00 |
| Change Telephone Number                          | \$35.00 |
| Seasonal Suspend                                 | \$35.00 |
| Restore Service - For Non-pay & Seasonal Suspend | \$35.00 |
| Add/Change Directory Listing                     | \$20.00 |
| Add/Change Feature(s)                            | \$20.00 |
| Change Hunt Group Arrangement                    | \$20.00 |
| Change Billing Name                              | \$20.00 |
| Change Call Forwarding                           | \$20.00 |
| Custom Number Request                            | \$20.00 |
| Bad Check Charge                                 | \$15.00 |

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